



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

साप्ताहिक
WEEKLY

सं. 14] नई दिल्ली, मार्च 27—अप्रैल 2, 2005 शनिवार/चैत्र 6—चैत्र 12, 1927
No. 14] NEW DELHI, MARCH 27—APRIL 2, 2005, SATURDAY/CHAITRA 6—CHAITRA 12, 1927

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(राजस्व विभाग)
(केन्द्रीय प्रत्यक्ष कर बोर्ड)
नई दिल्ली, 9 मार्च, 2005
(आय-कर)

का.आ. 1142.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उप-खण्ड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा "इंस्टीट्यूशन ऐट धर्मस्थल, धर्मस्थल, डॉ. के. डिस्ट्रिक्ट, कर्नाटक" को कर-निर्धारण वर्ष 2003-2004 से 2005-2006 तक के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात्:—

- (i) कर निर्धारित अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उनका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिनके लिए इसको स्थापन की गई है;
- (ii) कर निर्धारित उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की

उप-धारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उससे जमा नहीं करेगा;

- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार उक्त कर निर्धारित उद्देश्यों की प्राप्ति के प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों;
- (iv) कर निर्धारित आय कर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणों नियमित रूप से आयकर प्राधिकारी के समक्ष दाखिल करेगा;
- (v) विघटन की स्थिति में इसकी अतिरिक्त राशियाँ और परिसम्पत्तियाँ समान उद्देश्यों वाले धर्मार्थ संगठन को दे दी जाएंगी।

[अधिसूचना सं. 74/2005/फा. सं. 197/21/2005-आयकर नि-1]

दीपक गर्ग, अवर सचिव

MINISTRY OF FINANCE**(Department of Revenue)****(CENTRAL BOARD OF DIRECT TAXES)**

New Delhi, the 9th March, 2005

(INCOME-TAX)

S.O. 1142.—In exercise of the powers conferred by the sub-clause (v) of clause (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the “Institution at Dharamsthala, Dharamsthala, D.K. Distt. Karnataka” for the purpose of the said sub-clause for the assessment years 2003-2004 to 2005-2006 subject to the following conditions, namely :

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above other-wise than in any one or more of the forms or modes specified in Sub-section (5) of Section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business;
- (iv) the assessee will regularly file its return of income before the Income-tax authority in accordance with the provisions of the Income-tax Act, 1961;
- (v) that in the event of dissolution, its surplus and the assets will be given to a charitable organisation with similar objectives.

[Notification No. 74/2005/F. No. 197/21/2005-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 16 मार्च, 2005

(आय-कर)

का.आ. 1143.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उप-खण्ड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा “नैशनल फाउंडेशन आफ इंडिया, नई दिल्ली” को कर-निर्धारण वर्ष 2003-2004 से 2005-2006 तक के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :—

- (i) कर निर्धारिती अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उनका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापन की गई है;
- (ii) कर निर्धारिती उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की

उप-धारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उससे जमा नहीं करेगा ;

- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार उक्त कर निर्धारिती के उद्देश्यों की प्राप्ति के प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों;
- (iv) कर निर्धारिती आय कर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आयकर प्राधिकारी के समक्ष दाखिल करेगा;
- (v) विघटन की स्थिति में इसकी अतिरिक्त राशियां और परिसम्पत्तियां समान उद्देश्यों वाले धर्मार्थ संगठन को दे दी जाएंगी।

[अधिसूचना सं. 76/2005/फा. सं. 197/39/2004-आयकर-नि-1]

दीपक गर्ग, अवर सचिव

New Delhi, the 16th March, 2005

(INCOME-TAX)

S.O. 1143.—In exercise of the powers conferred by the sub-clause (iv) of clause (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the “National Foundation of India, New Delhi” for the purpose of the said sub-clause for the assessment years 2003-2004 to 2005-2006 subject to the following conditions, namely :

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above other wise than in any one or more of the forms or modes specified in Sub-section (5) of Section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business;
- (iv) the assessee will regularly file its return of income before the Income-tax authority in accordance with the provisions of the Income-tax Act, 1961;
- (v) that in the event of dissolution, its surplus and the assets will be given to a charitable organisation with similar objectives.

[Notification No. 76/2005/F. No. 197/39/2004-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 16 मार्च, 2005

(आय-कर)

क्रा.आ. 1144.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उप-खण्ड (iv) प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा "हरिजन सेवक संघ, किंगजवे, दिल्ली" को कर-निर्धारण वर्ष 2003-2004 से 2005-2006 तक के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :—

- (i) कर निर्धारिती अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उनका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापन की गई है;
- (ii) कर निर्धारिती उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उप-धारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उससे जमा नहीं करेगा;
- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार उक्त कर निर्धारिती के उद्देश्यों की प्राप्ति के प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों;
- (iv) कर निर्धारिती आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आयकर प्राधिकारी के समक्ष दाखिल करेगा;
- (v) विघटन की स्थिति में इसकी अतिरिक्त राशियां और परिसम्पत्तियां समान उद्देश्यों वाले धर्मार्थ संगठन को दे दी जाएंगी।

[अधिसूचना सं. 77/2005/फा. सं. 197/12/2005-आयकर नि-1]

दीपक गर्ग, अवर सचिव

New Delhi, the 16th March, 2005

(INCOME-TAX)

S.O. 1144.—In exercise of the powers conferred by the sub-clause (iv) of clause (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the "Harijan Sevak Sangh, Kingsway, Delhi" for the purpose of the said sub-clause for the assessment years 2003-2004 to 2005-2006 subject to the following conditions, namely :

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above other

wise than in any one or more of the forms or modes specified in Sub-section (5) of Section 11;

- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business;
- (iv) the assessee will regularly file its return of income before the Income-tax authority in accordance with the provisions of the Income-tax Act, 1961;
- (v) that in the event of dissolution, its surplus and the assets will be given to a charitable organisation with similar objectives.

[Notification No. 77/2005/F. No. 197/12/2005-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 16 मार्च, 2005

(आय-कर)

क्रा.आ. 1145.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उप-खण्ड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा "श्री रामचन्द्र मिशन, नई दिल्ली" को कर-निर्धारण वर्ष 2005-2006 से 2007-2008 तक के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :—

- (i) कर निर्धारिती अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उनका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापन की गई है;
- (ii) कर निर्धारिती उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उप-धारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उससे जमा नहीं करेगा;
- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार उक्त कर निर्धारिती के उद्देश्यों की प्राप्ति के प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों;
- (iv) कर निर्धारिती आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आयकर प्राधिकारी के समक्ष दाखिल करेगा;
- (v) विघटन की स्थिति में इसकी अतिरिक्त राशियां और परिसम्पत्तियां समान उद्देश्यों वाले धर्मार्थ संगठन को दे दी जाएंगी।

[अधिसूचना सं. 78/2005/फा. सं. 197/15/2005-आयकर नि-1]

दीपक गर्ग, अवर सचिव

New Delhi, the 16th March, 2005

(INCOME-TAX)

S.O. 1145.—In exercise of the powers conferred by the sub-clause (iv) of clause (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the "Shri Ram Chander Mission, New Delhi" for the purpose of the said sub-clause for the assessment years 2005-2006 to 2007-2008 subject to the following conditions, namely :

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above other wise than in any one or more of the forms or modes specified in Sub-section (5) of Section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business;
- (iv) the assessee will regularly file its return of income before the Income-tax authority in accordance with the provisions of the Income-tax Act, 1961;
- (v) that in the event of dissolution, its surplus and the assets will be given to a charitable organisation with similar objectives.

[Notification No. 78/2005/F. No. 197/15/2005-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 17 मार्च, 2005

का.आ. 1146.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि केन्द्र सरकार आयकर नियमावली, 1962 के नियम 2ड के साथ पठित आयकर अधिनियम, 1961 की धारा 10(23छ) के प्रयोजनार्थ उद्यम/उपक्रम, हजीरा, पोर्ट प्रा. लि. 101-103, अभिजीत-II, मिथाकली सर्कल, अहमदाबाद-380006 को कम्पनी द्वारा गुजरात मैरिटाइम बोर्ड तथा गुजरात सरकार के साथ निष्पन्न दिनांक 2-4-2002 के रियायत करार के अनुसार दिनांक 22-04-2002 के करार में विनिर्दिष्ट दिनांक 22-04-2002 से 21-04-2032 तक 30 वर्षों की अवधि के लिए अथवा उपर्युक्त करार की शर्तों का उल्लंघन होने पर उससे पहले हजीरा स्थित पत्तन के विकास, अनुरक्षण एवं प्रचालन की उनकी परियोजना के लिए अनुमोदित करती है।

2. केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि उद्यम/उपक्रम :-

- (क) आयकर नियमावली, 1962 के नियम 2ड के साथ पठित आयकर अधिनियम, 1961 की धारा 10(23छ) के उपबंधों के अनुरूप नहीं है तथा उनका अनुपालन नहीं करता है।

(ख) आयकर नियमावली, 1962 के नियम 2ड के स्पष्टीकरण (ख) में यथा परिभाषित पात्र कारोबार को जारी रखना बंद कर देता है;

(ग) खाता बहियों का रख-रखाव नहीं करता है तथा आयकर नियमावली, 1962 के नियम 2ड के उपनियम (6) द्वारा यथा अपेक्षित किमी लेखाकार द्वारा ऐसे खातों की लेखा परीक्षा नहीं करता है;

(घ) आयकर नियमावली, 1962 के नियम 2ड के उप नियम (6) द्वारा यथा अपेक्षित लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करता है।

[अधिसूचना सं. 81/2005 फा. सं. 205/7/2003-आ.क. नि-II]

निधि सिंह, अवर सचिव

New Delhi, the 17th March, 2005

S.O. 1146.—It is notified for general information that the enterprise/undertaking, Hazira Port Pvt. Ltd., 101-103, Abhijeet II, Mithakali Circle, Ahmedabad-380006, has been approved by the Central Government for the purpose of section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962 for their project of development, maintenance and operation of Port at Hazira as per concession agreement dated 22-04-2002 entered into by the Company with the Gujarat Maritime Board and the Government of Gujarat, for the period of 30 years from 22-04-2002 to 21-04-2032 specified in the agreement dated 22-04-2002, or earlier, in the event of violation of the terms of the aforesaid agreement.

2. The Central Government shall withdraw this approval if the enterprise/undertaking :

- (a) ceases to conform to and comply with the provisions of section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962;
- (b) ceases to carry on the eligible business as defined in Explanation (b) to rule 2E of I.T. Rules, 1962;
- (c) fails to maintain books of account and get such accounts audited by an accountant as required by sub-rule (6) of rule 2E of the Income-tax Rules, 1962;
- (d) fails to furnish the audit report as required by sub-rule (6) of rule 2E of the Income-tax Rules, 1962.

[Notification No. 81/2005/F. No. 205/7/2003-ITA-II]

NIDHI SINGH, Under Secy.

नई दिल्ली, 17 मार्च, 2005

का.आ. 1147.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 के नियम 2ड के साथ पठित आयकर अधिनियम, 1961 की धारा 10(23छ) के प्रयोजनार्थ कर निर्धारण वर्ष 2002-2003 से कर निर्धारण वर्ष 2015-2016 तक (दिनांक 29-11-2014 तक) अर्थात् संचार मंत्रालय दूर संचार विभाग (वी.ए.एम. सैल) पत्र फा. सं. 842-47/2000-वी.ए.एस./खंड-IV/संशोधन I दिनांक 11-4-2002, द्वारा यथा संशोधित निदेशक टी.एम., दूर संचार विभाग के माध्यम से कार्यरत भारत के

राष्ट्रपति और मैसर्स ऊषा मार्टिन टेलिकोम लिमिटेड के मध्य दिनांक 30-11-1994 के लाइसेंस करार संख्या 842-23/93-टी.एम. में यथा उल्लिखित 20 वर्ष की अवधि की समाप्ति तक अथवा उपर्युक्त करार की शर्तों का उल्लंघन होने की दशा में पहले, नीचे पैरा (3) में उल्लिखित उद्यम को नवीकृत किया गया है।

2. यह अनुमोदन इस शर्त के अधीन है कि:—

- (i) उद्यम/उपक्रम आयकर नियमावली, 1962 के नियम 2ड के साथ पठित आयकर अधिनियम, 1961 की धारा 10(23छ) के उपबंधों के अनुरूप होगा और उनका अनुपालन करेगा;
- (ii) केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि उद्यम/उपक्रम :—
 - (क) आयकर नियमावली, 1962 के नियम 2ड के स्पष्टीकरण (ख) में यथा परिभाषित पात्र कारोबार को जारी रखना बंद कर देता है; अथवा
 - (ख) खाता बहियों का रख-रखाव नहीं करता है तथा आयकर नियमावली, 1962 के नियम 2ड के उपनियम (6) द्वारा यथा अपेक्षित किसी लेखाकार द्वारा ऐसे खातों की लेखा परीक्षा नहीं कराता है; अथवा
 - (ग) आयकर नियमावली, 1962 के नियम 2ड के उपनियम (6) द्वारा यथा अपेक्षित लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करता है।
- (iii) नीचे पैरा 3 में उल्लिखित उद्यम में शेयरों अथवा दीर्घकालिक वित्त पोषण के रूप में किया गया यह निवेश आयकर अधिनियम, 1961 की धारा 10(23छ) के प्रावधानों के अनुसार होना चाहिए तथा यह अधिसूचना 1-06-1998 से पूर्व शेयरों अथवा दीर्घकालिक वित्त पोषण के रूप में किए गए किसी निवेश के लिए वैध नहीं है जो आयकर अधिनियम, 1961 की धारा 10(23छ) के स्पष्टीकरण द्वारा नियंत्रित की जाएगी।

3. अनुमोदित उद्यम/उपक्रम है—

मैसर्स हचिशन, टेलिकॉम ईस्ट लिमिटेड (पूर्व नामित मैसर्स ऊषा मार्टिन टेलिकोम लिमिटेड) 11, डा. यू.एन. ब्रह्मचारी स्ट्रीट, कोलकाता-700017 को नई दूर संचार नीति की राजस्व सहभागिता व्यवस्था के प्रवजन के परिणामस्वरूप लाइसेंस करार सं. 842-23/93-टी.एम. दिनांक 30 नवम्बर, 1994 और जिसे संचार मंत्रालय, दूर संचार विभाग (बी.ए.एस. सैल) पत्र फा. सं. 842-47/2000-बी.ए.एस./खण्ड-IV/संशोधन-I दिनांक 11-04-2002 के तहत यथा संशोधित किया गया, के अनुसार कोलकाता दूरभाष, जिला द्वारा सेवित स्थानीय क्षेत्र में सैल्युलर मोबाइल टेलीफोन सेवा प्रदान करने की उनकी परियोजना के लिए। (फा. सं. 205/85/99-आ.क.नि.-II) (खण्ड-I)।

[अधिसूचना सं. 79/2005/फा. सं. 205/85/99-
आ.क. नि-II (खण्ड-I)]

निधि सिंह, अवर सचिव

New Delhi, the, 17th March, 2005

S.O. 1147.—It is notified for general information that the approval to the enterprise, listed at para (3) below has been renewed by the Central Government for the purpose of section 10(23G) of the Income tax Act, 1961, read with rule 2E of the Income Tax Rules, 1962 with effect from the Asstt. Year 2002-2003 to the Asstt. Year 2015-16 (upto 29-11-2014) i.e. upto the end of period of 20 years as mentioned in Licence agreement No. 842-23/93-TM dated 30-11-1994 between the President of India acting through Director TM, Department of Telecommunications and M/s. Usha Martin Telekom Ltd., as amended by the Ministry of Communications, Department of Telecommunications (VAS CELL) letter F. No. 842-47/2000-VAS/Vol. IV/Amendment I dated 11-04-2002, or earlier, in the event of violation of the terms of the agreement aforesaid.

2. The approval is subject to the conditions that—

- (i) the enterprise/undertaking will conform to and comply with the provisions of section 10(23G) of the Income Tax Act, 1961, read with rule 2E of the Income Tax Rules, 1962;
- (ii) the Central Government shall withdraw this approval if the enterprise/undertaking :—
 - (a) ceases to carry on the eligible business as defined in Explanation (b) to Rule 2E of I.T. Rules, 1962; or
 - (b) fails to maintain books of account and get such accounts audited by an accountant as required by sub-rule (6) of rule 2E of the Income Tax Rules, 1962; or
 - (c) fails to furnish the audit report as required by sub-rule (6) of rule 2E of the Income-tax Rules, 1962.
- (iii) The investment made by way of shares or long term finance in the enterprise mentioned at Para 3 below should be in accordance with provision of Section 10(23G) of the Income Tax Act, 1961 and this Notification is not valid for any investment made by way of shares or long term finance before 1-06-1998 which shall be governed by explanation to Section 10(23G) of the Income Tax Act, 1961.

3. The enterprise/undertaking approved is—

M/s. Hutchison, Telecom East Limited (Formerly M/s. Usha Martin Telekom Limited), 11, Dr. U.N. Brahmachari Street, Kolkata-700017 for their project of providing Cellular Mobile Telephone Service in Local Area served by Kolkata Telephone District as per licence agreement No. 842-23/93-TM dated 30th November, 1994 and as amended vide Ministry of Communications, Department of Telecommunications (VAS CELL) letter F. No. 842-47/2000-VAS/Vol. IV/Amendment I dated 11-04-2002 consequent to Migration to revenue sharing regime of New Telecom Policy-1999 (F. No. 205-85/99/ITA.II) (Vol. I).

[Notification No. 79/2005/F. No. 205/85/99/ITA-II (Vol-I)]
NIDHI SINGH, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

आदेश

नई दिल्ली, 18 मार्च, 2005

का.आ. 1148.— भारतीय रिजर्व बैंक द्वारा अपनी वार्षिक वित्तीय निरीक्षण रिपोर्ट में पंजाब एंड सिंध बैंक के बारे में बतलाई गई गंभीर अपर्याप्तताओं के मद्देनजर सरकार ने सुधारात्मक उपाय करने के लिए कार्य योजना सुझाने हेतु एक तकनीकी समिति की नियुक्ति की थी। समिति द्वारा सुझाई गई कार्य योजना पर विचार करने के पश्चात् सरकार ने इसके तत्काल कार्यान्वयन की इच्छा व्यक्त की है ताकि यह सुनिश्चित किया जा सके कि तुरन्त सुधारात्मक उपाय किए जाते हैं। इसी बीच भारतीय रिजर्व बैंक ने पंजाब एंड सिंध बैंक को त्वरित सुधारात्मक कार्रवाई (पीसीए) के अंतर्गत रखा है।

2. वित्तीय वर्ष भी 31 मार्च, 2005 को समाप्ति की ओर है। यह सुनिश्चित करने के लिए कि बैंक के परिचालन की गुणवत्ता में और ह्रास नहीं हो रहा है तथा यह भी सुनिश्चित करने के लिए कि पूर्णकालिक सीएमडी के अभाव में भारतीय रिजर्व बैंक द्वारा सुझाए गए मुद्दों पर पर्याप्त ध्यान दिया जा रहा है, सरकार तकनीकी समिति द्वारा सुझाए गए उपायों के तत्काल कार्यान्वयन को सुनिश्चित करने के लिए विशेष कार्य अधिकारी के रूप में श्री आर.पी. सिंह (आईएएस—एपी—1976) को नियुक्त करती है। सरकार बैंककारी कंपनी (उपक्रमों का अधिग्रहण एवं अंतरण) अधिनियम, 1980 की धारा 9 (3)(ख) के तहत श्री आर.पी. सिंह को श्री सुदेश कुमार, निदेशक (बैंकिंग प्रभाग) के स्थान पर पंजाब एंड सिंध बैंक के निदेशक मण्डल में सरकार नामित निदेशक के रूप में भी नियुक्त करती है।

3. उच्च न्यायालय, दिल्ली में पूर्णकालिक सीएमडी की नियुक्ति के संबंध में श्री एन.एस. गुजराल द्वारा दायर रिट याचिका का माननीय उच्च न्यायालय, दिल्ली द्वारा निर्णय एवं निपटारा किए जाने के पश्चात्, नियमित एवं पूर्णकालिक सीएमडी की नियुक्ति होने तक श्री आर.पी. सिंह विशेष कार्य अधिकारी के रूप में तत्काल कार्यभार ग्रहण करेंगे।

4. राष्ट्रीय आवास बैंक के अध्यक्ष श्री पी.के. गुप्ता विशेष कार्य अधिकारी के रूप में श्री आर.पी. सिंह के कार्यभार ग्रहण करने की तिथि से पंजाब एंड सिंध बैंक के अध्यक्ष एवं प्रबंध निदेशक का अतिरिक्त कार्यभार छोड़ेंगे।

[फा. सं. 9/12/2004-बीओ-1]

रमेश चन्द, अवर सचिव

(Department of Economic Affairs)

(BANKING DIVISION)

ORDER

New Delhi, the, 18th March, 2005

S.O. 1148.—In view of the serious inadequacies pointed out by the Reserve Bank of India in its Annual Financial Inspection Report on Punjab & Sind Bank, the Government had appointed a Technical Committee to suggest a plan of action to carry out corrective steps. After considering the Plan of Action suggested by the Committee, Government has desired its immediate implementation to ensure that prompt corrective steps are taken. The RBI has meanwhile placed the Punjab & Sind Bank under Prompt Corrective Action (PCA).

2. The financial year is also coming to a close on 31st March, 2005. To ensure that there is no further deterioration in the quality of functioning of the Bank and also to ensure that in the absence of a full time CMD adequate attention is forthcoming to the issues pointed out by the RBI, Government appoints Shri R.P. Singh (IAS-AP-1974) as an Officer on Special Duty to ensure the immediate implementation of the steps pointed out by the Technical Committee. Government also appoints Shri R.P. Singh as a Government Nominee Director on the Board of Punjab & Sind Bank under Section 9(3)(b) of Banking Companies (Acquisition & Transfer of Undertakings) Act, 1980 in place of Shri Sudesh Kumar, Director (Banking Division).

3. Shri R.P. Singh shall take charge immediately as OSD till a regular and full time CMD is appointed after the matter in regard to the appointment of full time CMD is decided and cleared by the Hon'ble High Court of Delhi in the writ petition filed by Shri N.S. Gujral in the High Court of Delhi.

4. Shri P.K. Gupta, Chairman, National Housing Bank will relinquish the additional charge of CMD, Punjab & Sind Bank from the date of joining of Shri R.P. Singh as OSD.

[F. No. 9/12/2004-BO-I]

RAMESH CHAND, Under Secy.

नई दिल्ली, 21 मार्च, 2005

का.आ. 1149.—रुग्ण औद्योगिक कंपनी (विशेष उपबंध) अधिनियम, 1985 (1986 का 1) की धारा 6 की उपधारा (2) के साथ पठित धारा 5 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा जस्टिस नूरे आलम चौधरी को औद्योगिक एवं वित्तीय पुनर्निर्माण अपीलीय प्राधिकरण (एएआईएफआर) के अध्यक्ष के रूप में, उनके पदभार ग्रहण करने की तारीख से, उनके 65 वर्ष की आयु प्राप्त करने तक या एएआईएफआर के उत्सादन तक या अगले आदेशों तक, जो भी पहले हो, नियुक्त करती है।

[फा. सं. 20(2)/2002-आईएफ-II (खंड-2)]

अतुल कुमार राय, निदेशक

New Delhi the, 21st March, 2005

S.O. 1149.—In exercise of the powers conferred by sub-section (2) of Section 5 read with sub-section (2) of Section 6 of the Sick Industrial Companies (Special Provision) Act, 1985 (1 of 1986), the Central Government hereby appoints Justice Nure Alam Chowdhury as Chairman, Appellate Authority for Industrial and Financial Reconstruction (AAIFR), with effect from the date of assumption of the charge of the post, till he attains the age of 65 years or till the abolition of AAIFR or until further orders, whichever occurs the earliest.

[F. No. 20(2)/2002-IF-II (Vol. 2)]

ATUL KUMAR RAI, Director

कम्पनी कार्य मंत्रालय

नई दिल्ली, 28 मार्च, 2005

का.आ. 1150.—केन्द्रीय सरकार, कंपनी अधिनियम, 1956 (1956 का 1) की धारा 594 की उपधारा (1) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और भारत सरकार के तत्कालीन वित्त मंत्रालय (कंपनी विधि प्रशासन विभाग) की अधिसूचना सं. का.नि.आ. 3216 तारीख 4 अक्टूबर, 1957 के आंशिक रूप से उपांतरण करते हुए, यह निर्देश देती है कि मैसर्स सेण्टी बीयर्स डिजाईन इंक, 1ए, जनपथ, नई दिल्ली (जिसे इसमें इसके पश्चात् कंपनी कहा गया है) के मामले में जो विदेशी कंपनी को एक शाखा है, उक्त अधिसूचना द्वारा किसी विदेशी कंपनी को उनके आवेदनों में यथा उपांतरित धारा 594 उपधारा (1) के खण्ड (क) की अपेक्षाएं, निम्नलिखित और अपवादों और उपांतरणों के अधीन रहते हुए लागू होंगी, अर्थात् :—

यह धारा 594 की उपधारा (1) के खंड (क) के उपबंधों का पर्याप्त अनुपालन समझा जाएगा यदि 1 जनवरी, 2000 को प्रारंभ होने वाली और 31 जनवरी, 2000 को समाप्त होने वाली, और 1 जनवरी, 2001 को आरंभ होने वाली और 31 दिसंबर, 2001 को समाप्त होने वाली अवधि के संबंध में, कंपनी, भारत में कंपनियों के समुचित रजिस्ट्रार को अपने कारबार लेखा के संबंध में, तीन प्रतियों में,—

(i) निम्नलिखित द्वारा सत्यापित ऐसी कंपनी की भारतीय शाखा द्वारा, उसके साथ उसके विश्व लेखा को संलग्न किए बिना, प्राप्तियों और संदायों का एक विवरण—

(क) उक्त अधिनियम की धारा 592 की उपधारा (1) के खण्ड (य) के अधीन भारत में आदेशिका की तामील को स्वीकार करने के लिए प्राधिकृत कोई व्यक्ति;

(ख) भारत में व्यवसायगत कोई चार्टर्ड एकाउंटेंट यह प्रमाणित करते हुए कि 1 जनवरी, 2000 से आरंभ होने वाले और 31 दिसंबर, 2000 को समाप्त होने वाली तथा 1 जनवरी, 2001 को आरंभ होने वाली और 31 दिसंबर, 2001 को समाप्त होने वाली अवधि के लिए भारत में कंपनी की प्राप्तियों और संदायों का सही और ऋजु चित्र देते हुए, विवरण देता है;

(ii) निम्नलिखित द्वारा प्रमाणित भारत में आस्तियों और दायित्वों को कंपनी का विवरण—

(क) उक्त अधिनियम की धारा 592 की उपधारा (1) के खण्ड (घ) के अधीन भारत में आदेशिका की तामील स्वीकार करने के लिए प्राधिकृत कोई व्यक्ति;

(ख) भारत में व्यवसायगत कोई चार्टर्ड एकाउंटेंट :
यह प्रमाणित करते हुए कि 1 जनवरी, 2000 से आरंभ होने वाले और 31 दिसंबर, 2000 को समाप्त होने वाली तथा 1 जनवरी, 2001 को आरंभ होने वाली और 31 दिसंबर, 2001 को समाप्त होने वाली अवधि के लिए भारत में कंपनी के कार्य कलापों का सही और ऋजु चित्र देते हुए, विवरण देता है।

[फा. सं. ए-50/08/2004/सीएल-III]

ए. के. शर्मा, अवर सचिव

MINISTRY OF COMPANY AFFAIRS

New Delhi, the 28th March, 2005

S.O. 1150.—In exercise of the powers conferred by the proviso to the Sub-section (1) of Section 594 of the Companies Act, 1956 (1 of 1956) and in partial modification of the notification of the Government of India, erstwhile Ministry of Finance (Department of Company Law Administration) number S.R.O. 3216, dated the 4th October, 1957 (hereinafter referred to as the said notification), the Central Government hereby directs that in the case of M/s. Sandy Bears Designs, Inc, 1A, Janpath, New Delhi (hereinafter referred to as the company) being a branch of foreign company, the requirements of clause (a) of Sub-section (1) of Section 594 as modified in their application to a foreign company by the said notification shall apply subject to the following further exceptions and modifications, namely :—

It shall be deemed to be sufficient compliance with the provisions of clause (a) of Sub-section (1) of the Section 594, if, in respect of the period commencing from the 1st day of January, 2000 and ending on the 31st day of December, 2000, and 1st day of January, 2001 and ending on the 31st day of December, 2001 the company in respect of its Indian Business Accounts submits to the appropriate Registrar of Companies in India, in triplicate :—

(i) a statement of receipts and payments made by the Indian branch of such company, without attaching its world accounts with it, certified by—

(a) a person authorised to accept service of process in India under clause (d) of Sub-section (1) of Section 592 of the said Act; and

(b) a Chartered Accountant practising in India certifying that the said statement gives a true and fair view of the receipts and payments of the company in India for the period commencing from the 1st day of January, 2000 and ending on the 31st day of December, 2000 and 1st day of January, 2001 and ending on the 31st day of December, 2001.

(ii) a statement of the company's assets and liabilities in India certified by—

(a) a person authorised to accept service of process in India under clause (d) of Sub-section (1) of Section 592 of the said Act; and

(b) a Chartered Accountant practising in India :

certifying that the said statement gives a true and fair view of the state of affairs of the company in India as at the end of the period commencing from the 1st day of January, 2000 and ending on the 31st day of December, 2000 and 1st day of January, 2001 and ending on the 31st day of December, 2001.

[F.No. 50/08/2004-CL-III]

A. N. SHARMA, Under Secy.

विदेश मंत्रालय

(सी. पी. वी. प्रभाग)

नई दिल्ली, 9 मार्च, 2005

का.आ. 1151.—राजनयिक कौंसली अधिकारी (शपथ एवं शुल्क) अधिनियम 1948 (1948 का 41वां) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का महाकौसलावास टोरंटो में श्री राकेश कुमार सचदेवा, सहायक को 09-03-2005 से सहायक कौंसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है।

[सं. टी-4330/01/2005]

उपेन्द्र सिंह रावत, अवर सचिव (कौंसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(C.P.V. DIVISION)

New Delhi, the 9th March, 2005

S.O. 1151.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Shri Rakesh Kumar Sachdeva, Assistant in the Consulate General of India, Toronto to perform the duties of Assistant Consular Officer with effect from 09-03-2005.

[No. T-4330/01/2005]

U. S. RAWAT, Under Secy. (Cons.)

नई दिल्ली, 10 मार्च, 2005

का०आ० 1152.—राजनयिक कौंसली अधिकारी (शपथ एवं शुल्क) अधिनियम, 1948 (1948 का 41वां) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का उच्चायुक्त वेलिंगटन में श्री संजीव प्रसाद सहायक को 10-03-2005 से सहायक कौंसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है।

[सं. टी-4330/01/2005]

उपेन्द्र सिंह रावत, अवर सचिव (कौंसुलर)

New Delhi, the 10th March, 2005

S.O. 1152.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Shri Sanjeev Prasad, Assistant in the High Commission of India, Wellington to perform the duties of Assistant Consular Officer with effect from 10-03-2005.

[No. T-4330/01/2005]

U. S. RAWAT, Under Secy. (Cons.)

संचार और सूचना प्रौद्योगिकी मंत्रालय

(दूरसंचार विभाग)

(राजभाषा अनुभाग)

नई दिल्ली, 18 मार्च, 2005

का०आ० 1153.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 (यथा संशोधित 1987) के नियम 10(4) के अनुसरण में संचार और सूचना प्रौद्योगिकी मंत्रालय,

दूर संचार विभाग के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालय को, जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है—

**मुख्य महाप्रबंधक दूर संचार, भारत संचार निगम लिमिटेड,
झारखण्ड परिमंडल, रांची**

महाप्रबंधक दूर संचार, भारत संचार निगम लिमिटेड, जमशेदपुर।

[सं. ई-11016/1/2004-रा.भा.]

हरीश चन्द्र जयाल, संयुक्त सचिव

**MINISTRY OF COMMUNICATIONS AND
INFORMATION TECHNOLOGY**

(Department of Telecommunications)

(HINDI SECTION)

New Delhi, the 18th March, 2005

S.O. 1153.—In pursuance of rule 10(4) of the Official Language (Use for official purposes of the Union), rules, 1976 (as amended, 1987), the Central Government hereby notifies the following Office under administrative control of Ministry of Communications and Information Technology, Department of Telecommunications whereof more than 80% of staff have acquired working knowledge of Hindi :

**Chief General Manager Telecom, BSNL,
Jharkhand Circle, Ranchi**

General Manager Telecom., BSNL Jamshedpur.

[No. E-11016/1/2004 (O.L.)]

HARISH CHANDRA JAYAL, Jt. Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

(पीएमएस अनुभाग)

नई दिल्ली, 18 मार्च, 2005

का०आ० 1154.—दन्त चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों के अनुसरण में केन्द्र सरकार, भारतीय दन्त चिकित्सा परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात् :

2. राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलूर (कर्नाटक) से संबंधित दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, क्रम सं. 49 के समाने कालम 2 और 3 की मौजूदा प्रविष्टियों के अन्तर्गत दन्त चिकित्सा विज्ञान कालेज, दावनगोरे, बेंगलूर, कर्नाटक के सम्बन्ध में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएगी :—

1. दन्त चिकित्सा विज्ञान कालेज,
दावनगोरे, कर्नाटक।

(vii) एमडीएस (ओरल पैथोलोजी)
(यदि यह 10-10-2002 को
अथवा इसके बाद प्रदान की
गई हो)

एमडीएस (ओरल
पैथोलोजी)
आरजीयूएचएस,
बेंगलूर।

- (viii) एमडीएस (ओरल मेडिसिन एण्ड रेडियोलॉजी) (यदि यह 5-4-2003 को या इसके बाद प्रदान की गई हो)
- एमडीएस (ओरल मेडिसीन एण्ड रेडियोलॉजी), (आरजीयूएचएस) बेंगलूर।

[सं. वी-12017/30/99-पीएमएस]

ए० के० सिंह, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

(PMS SECTION)

New Delhi, the 18th March, 2005

S.O. 1154.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. Under the existing entries of column 2 and 3 against Serial No. 49, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to Rajiv Gandhi University of Health Sciences (RGUHS), Bangalore, Karnataka, the following entries in respect of College of Dental Sciences, Davangere, Bangalore, Karnataka, shall be inserted:

1. College of Dental Sciences, Davangere, Karnataka.
- (vii) MDS (Oral Pathology) (when granted on after 10-10-2002) MDS (Oral Pathology) (RGUHS), Bangalore.
- (viii) MDS (Oral Medicine and Radiology) (when granted on after 5-4-2003) MDS (Oral Medicine and Radiology) (RGUHS), Bangalore.

[F. No. V-12017/30/99-PMS]

A. K. SINGH, Under Secy.

कृषि मंत्रालय

(कृषि अनुसंधान और शिक्षा विभाग)

(भारतीय कृषि अनुसंधान परिषद्)

नई दिल्ली, 23 मार्च, 2005

का.आ. 1155.—कृषि उत्पाद उपकर अधिनियम, 1940 की धारा 7 (2) तथा भारतीय कृषि अनुसंधान परिषद् द्वारा निर्मित स्थाई वित्त समिति के विनियम 2(iv) के अनुसरण में, शासी निकाय ने अपने निम्नलिखित सदस्यों को 3 मार्च, 2005 से 1 वर्ष की अवधि के लिए स्थाई वित्त समिति के सदस्य के रूप में चुना है—

1. श्री महबूब जहेदी,
संसद सदस्य (लोक सभा),
80, नार्थ एवेन्यू, नई दिल्ली-110 001
2. डा. शिव राज सिंह,
15, भागीरथी कालोनी, सुन्दरपुर,
वाराणसी-221 005 (उत्तर प्रदेश)

3. श्री सुधीर भागव,
निदेशक, एग्रोमैन सिस्टम प्रा. लि.,
25/2, तारदेव ए.सी. मार्केट,
तारदेव, मुम्बई-400034
4. श्री जे. एन. एल. श्रोवास्तव,
पूर्व सचिव (ए एवं सी),
25, एन.आर.आई. कालोनी, मंदाकिनी,
ग्रेटर कैलाश पार्ट-4, नई दिल्ली-110 019
5. श्री सूर्यदेव त्यागी,
तारपी मोहल्ला, सरधना, जिला मेरठ,
उत्तर प्रदेश
6. डा. वी.ए. पार्थासारथी,
निदेशक, भारतीय मसाला अनुसंधान संस्थान,
पो.बा. सं. 1701, मारिकुन्नु पो.आ.,
कालीकट-673 012 (केरल)

[का. सं. 6(1)/2003-गवर्नमेंट सेल]

शशि मिश्रा, अपर सचिव

MINISTRY OF AGRICULTURE

(Department of Agricultural Research and Education)

(INDIAN COUNCIL OF AGRICULTURAL RESEARCH)

New Delhi, the 23rd March, 2005

S.O. 1155.—In pursuance to Section 7 (2) of the A.P. Cess Act, 1940 and Regulation 2 (iv) of the Standing Finance Committee Regulations framed by the Indian Council of Agricultural Research, the Governing Body has elected the following of its Members to the Standing Finance Committee for a period of one year with effect from 3rd March, 2005—

1. Shri Mahboob Zahedi,
Member of Parliament (Lok Sabha),
80, North Avenue, New Delhi-110 001
2. Dr. Shiv Raj Singh,
15, Bhagirathi Colony, Sundarpur,
Varanasi-221 005, Uttar Pradesh
3. Shri Sudhir Bhargava,
Director, Agroman System Pvt. Ltd.,
25/2, Tardeo Ac Market, Tardeo,
Mumbai-400 034
4. Shri J.N.L. Srivastava,
Former Secretary (A & C),
25, NRJ Colony, Mandakini,
Greater Kailash Part IV,
New Delhi-110 019
5. Shri Suryadeo Tyagi,
Tami Mohalla, Sardhana,
District Meerut, Uttar Pradesh
6. Dr. V.A. Parthasarathy,
Director, Indian Institute of Spices Research,
P.B. No. 1701, Marikunnu P.O.,
Calicut-673 012 (Kerala)

[F. No. 6(1)/2003-Gov. Cell]

SHASHI MISRA, Addl. Secy

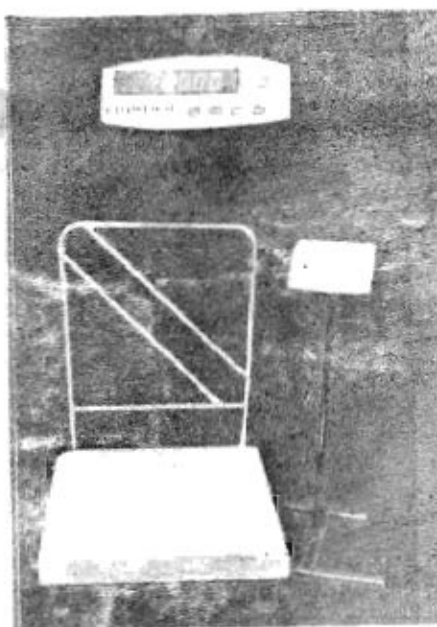
उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

नई दिल्ली, 14 मार्च, 2005

का०आ० 1156.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स तेजस एक्सपोर्टर्स, 120, सरदार पटेल, डायमण्ड मार्किट, अरुण चैम्बर्स, संजुवां अस्पताल के पास, बापूनगर, अहमदाबाद-380024 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "सी पी टी" शृंखला के अस्वचालित अंकक सूचन सहित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "सीटीवेग" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/278 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृति (स्ट्रेन) गेज मापी प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 150 कि. ग्रा. और न्यूनतम क्षमता 500 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 10 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 50,000 तक के रेंज में सत्यापन मान अंतराल सहित 50 कि.ग्रा. से 300 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^5 , 2×10^5 या 5×10^5 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा.सं. डब्ल्यू एम-21(144)/2002]

पो० ए० कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

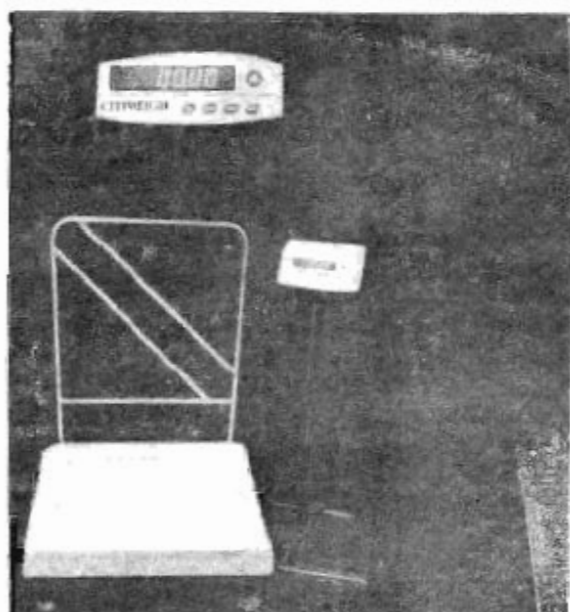
MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

New Delhi, the 14th March, 2005

S.O. 1156.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Platform type) with digital indication of "CTP" series of high accuracy (Accuracy class-II) and with brand name "CITIWEIGH" (hereinafter referred to as the said Model), manufactured by M/s Tejas Exports, 120, Sardar Patel, Diamond Market, Arun Chambers, Near Samjuba Hospital, Bapunagar, Ahmedabad-380 024 and which is assigned the approval mark IND/09/2004/278;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 150kg. and minimum capacity of 500g. The verification scale interval (e) is 10g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts, and 50 Hertz alternate current power supply.

In addition to sealing stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity ranging above 50 kg. to 300 kg. and with number of verification scale interval (n) in the range of 5,000 to 50,000 for 'e' value of 100 mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , K being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principles, design accuracy and with the same materials with which the said approved model has been manufactured.

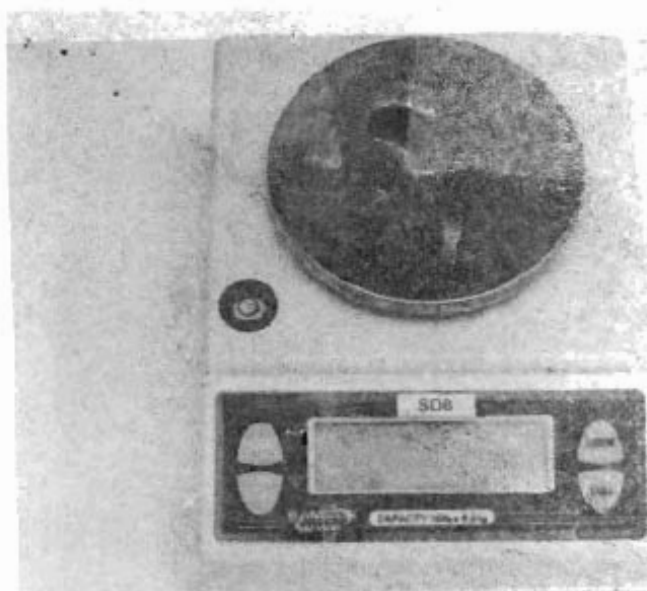
[F. No. WM-21(144)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 14 मार्च, 2005

का०आ० 1157.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स विर्के यूनिवर्सल, प्लाट सं. 160, इन्डस्ट्रियल एरिया, फेज-II, चंडीगढ़-160 002 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "एस डी बी" श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "डिजिटल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/427 सम्बुद्धित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है;



उक्त मॉडल एक विकृत (स्ट्रेन) गेज प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार का) है। इसकी अधिकतम क्षमता 300 ग्रा. है और न्यूनतम क्षमता 200 मि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 10 मि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

म्यामिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी मुद्रांकन भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्रो से, जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-5} , 2×10^{-5} या 5×10^{-5} के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

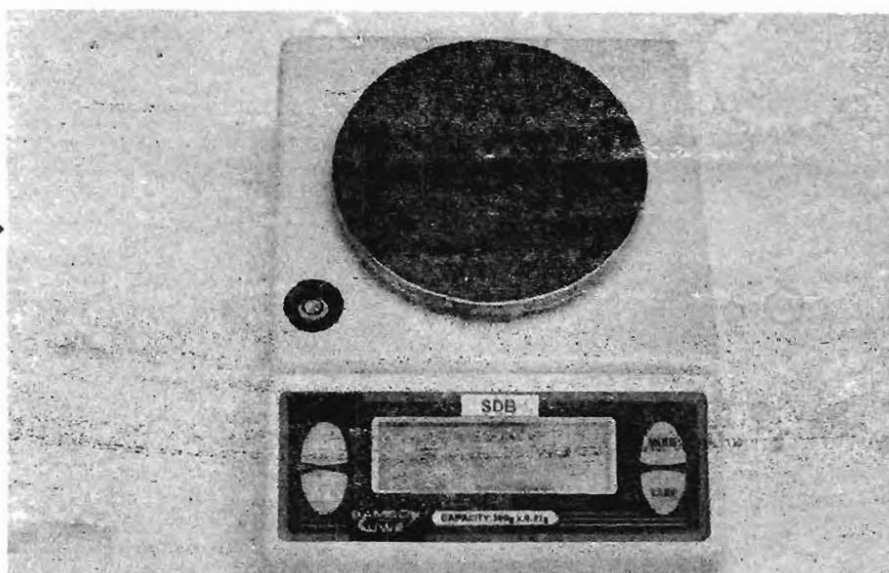
[फा.सं. डब्ल्यू.एम-21(208)/2002]

पी० ए० कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th March, 2005

S.O. 1157.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of "SDB" series of high accuracy (Accuracy class-II) and with brand name "DIJETAL" (herein after referred to as the said Model), manufactured by M/s. Virk Universal, Plot No 160, Industrial Area, Phase-II, Chandigarh-160 002 and which is assigned the approval mark IND/09/2004/427;



The said Model is strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 300g. and minimum capacity of 200mg. The verification scale interval (e) is 10 mg. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make and performance of same series with maximum capacity up to 50 kg. and with number of verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1 mg. to 50 mg. and with number of verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100 mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principles, design and with the same materials with which, the said approved Model has been manufactured.

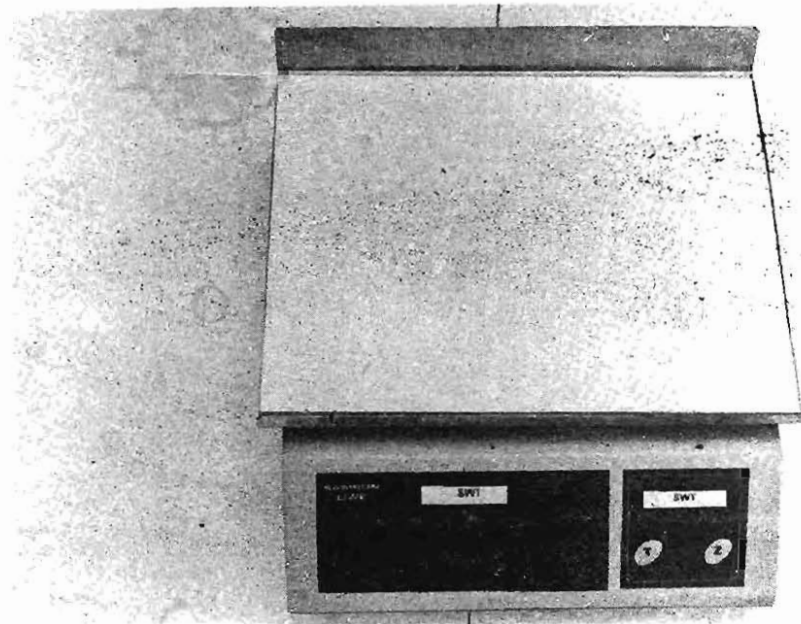
[F. No. WM-21(208)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 14 मार्च, 2005

का०आ० 1158.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स विर्क यूनिवर्सल, प्लाट सं. 160, इन्डस्ट्रीयल एरिया, फेज-II, चंडीगढ़-160 002 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एस डब्ल्यू टी" श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "डिजिटल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/428 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है;



उक्त मॉडल एक विकृत (स्ट्रेन) गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार का) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी मुद्रांकन भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

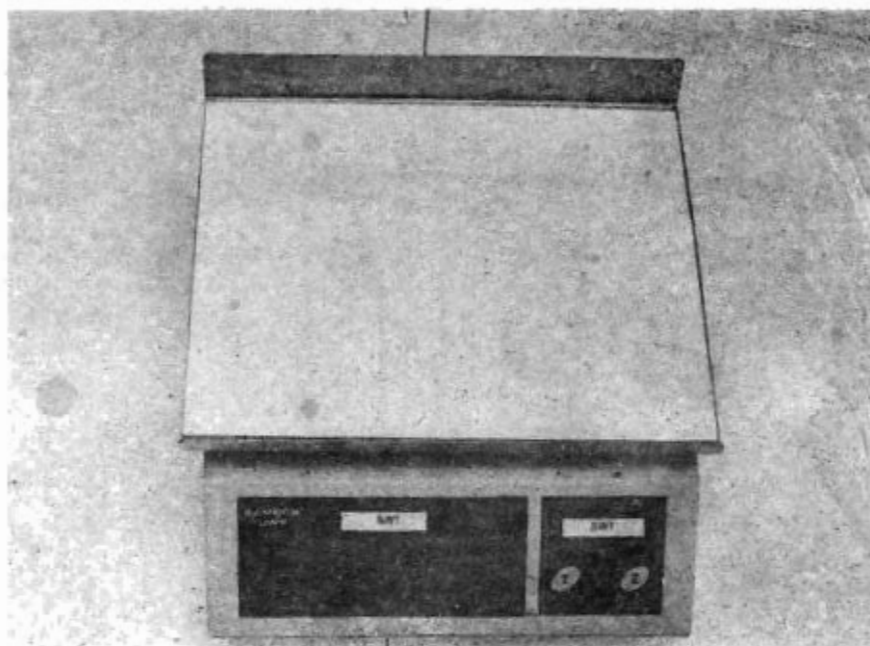
[फा.सं. डब्ल्यू एम-21(208)/2002]

पी० ए० कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th March, 2005

S.O. 1158.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic (Table top type) weighing instrument with digital indication of "SWT" series of medium accuracy (Accuracy class-III) and with brand name "DIJETAL" (herein referred to as the said Model), manufactured by M/s. Virk Universal, Plot No. 160, Industrial Area, Phase-II, Chandigarh-160 002 and which is assigned the approval mark IND/09/2004/428:



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg. and minimum capacity of 100 g. The verification scale interval (e) is 5 g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg. to 2 g. or with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principles, design and with the same materials with which, the said approved Model has been manufactured.

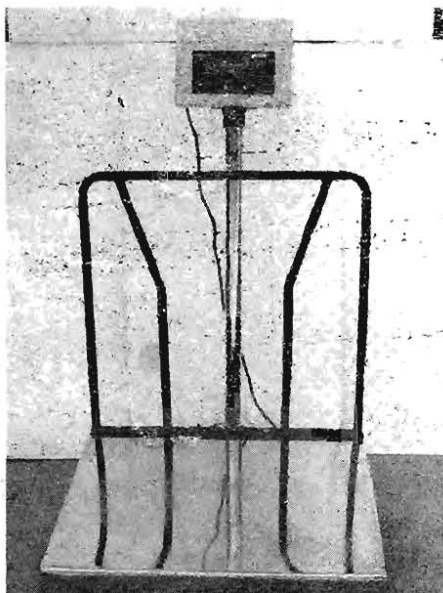
[F. No. WM-21(208)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 14 मार्च, 2005

का०आ० 1159.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स विर्क यूनिवर्सल, प्लॉट सं. 160, इन्डस्ट्रीयल एरिया, फेज-II, चंडीगढ़-160002 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एस डब्ल्यू वी" श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "डिजिटल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/429 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है;



उक्त मॉडल विकृति (स्ट्रेन) गेज प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार का) है। इसकी अधिकतम क्षमता 500 कि.ग्रा. है और न्यूनतम क्षमता 1 किलोग्राम है। सत्यापन मापमान अंतराल (ई) 50 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है;

स्टाम्पिंग प्लेट के मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबन्द भी किया जाएगा;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उमी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 1000 किलोग्राम तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

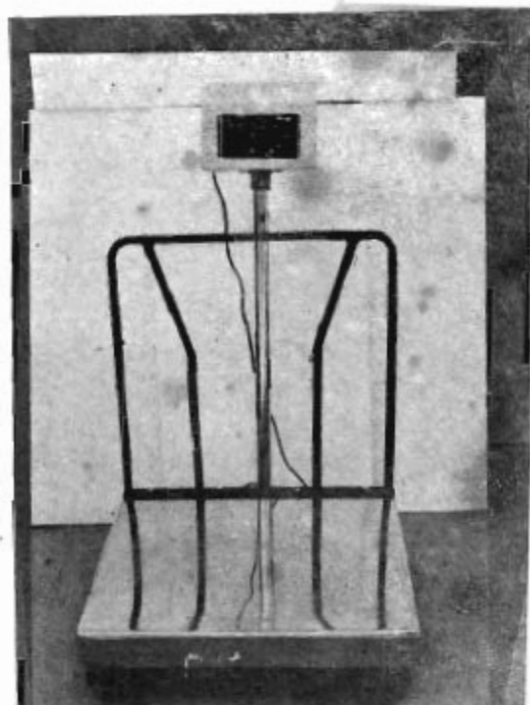
[फा.सं. डब्ल्यू एम-21(208)/2002]

पी० ए० कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th March, 2005

S.O. 1159.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the self indicating, non-automatic (Platform type) weighing instrument with digital indication of "SWP" series of medium accuracy (Accuracy class-III) and with brand name "DIJETAL" (herein referred to as the said Model), manufactured by M/s. Virk Universal, Plot No. 160, Industrial Area, Phase-II, Chandigarh-160 002 and which is assigned the approval mark IND/09/2004/429;



The said Model (see the figure given below) is a strain gauge type load cell based weighing instrument with a maximum capacity of 500 kg. and minimum capacity of 1 kg. The verification scale interval (e) is 50 g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply:

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices;

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model is to cover the weighing instrument of same series with maximum capacity above to 50 kg. and up to 1000 kg. and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer with the same principles, design and with the same materials with which, the approved Model has been manufactured.

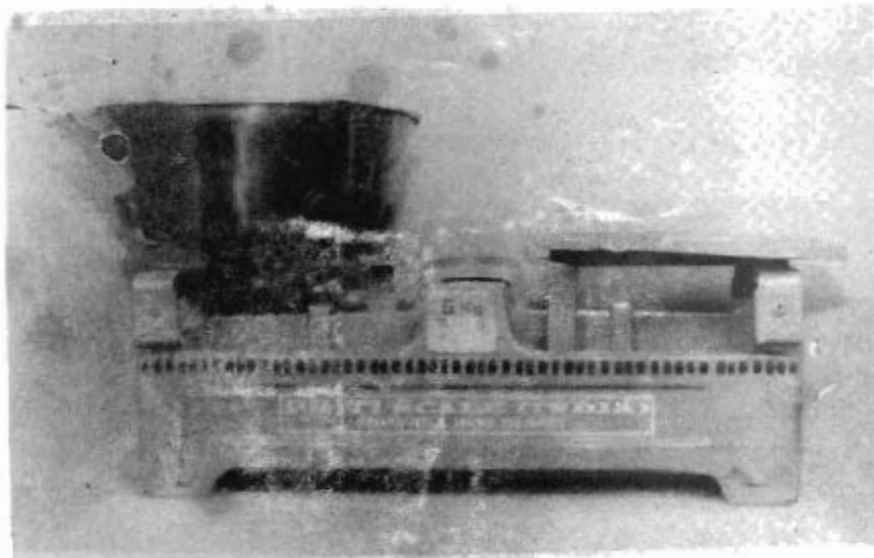
[F. No. WM-21(208)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 14 मार्च, 2005

का०आ० 1/160.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स प्रीति स्केल, संधी चौक, साबरकुण्डला-364515 (गुजरात) द्वारा विनिर्मित काउंटर मशीन के मॉडल का, जिसके ब्रांड का नाम "प्रीति स्केल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/32 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल (आकृति देखें) एक काउंटर मशीन है। इसकी अधिकतम क्षमता 5 कि.ग्रा. है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 500 ग्रा. से 50 कि.ग्रा. तक की रेंज की अधिकतम क्षमता वाले हैं।

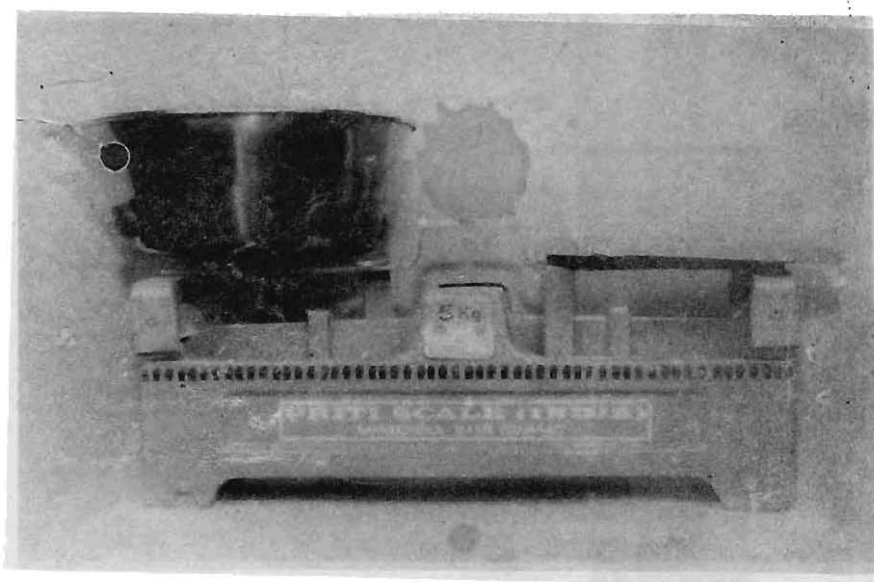
[फा.सं. डब्ल्यू एम-21(264)/2002]

पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th March, 2005

S.O. 1160.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of Section 36 of the said Act, the Central Government hereby publishes the certificate of Approval of the Model of Counter Machine with brand name Priti Scale, (herein referred to as the Model) Manufactured by M/s. Priti Scale, Sandhi Chowk, Savarkundla-364515 (Gujarat) and which is assigned the approval mark IND/09/03/32.



The said Model (see the figure) is a Counter Machine. The maximum capacity is 5 kg.

Further, in exercise of the powers conferred by sub-section (12) of the said Section, Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with capacity ranging from 500 g. to 50 kg. manufactured by the same manufacturer in accordance with the same principle, design, and with the same materials with which, the approved Model has been manufactured.

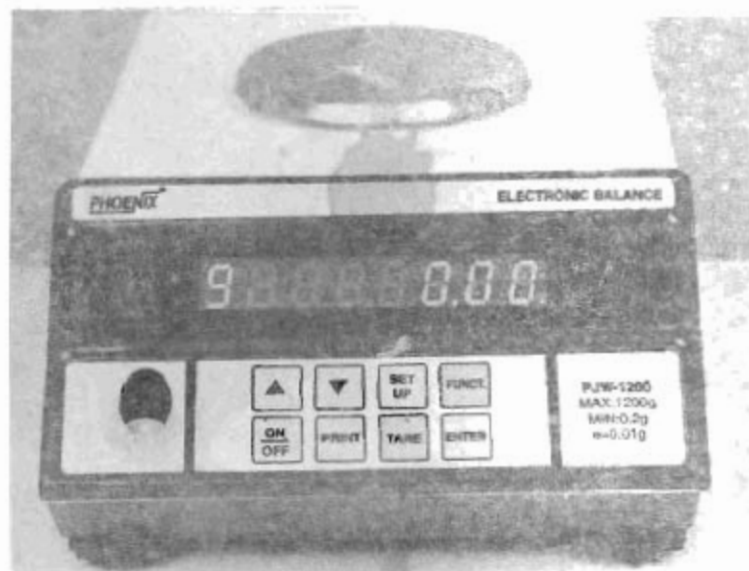
[F. No. WM-21(264)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 14 मार्च, 2005

का०आ० 1161.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स नीतिराज इंजीनियरिंग प्राइवेट लिमिटेड, 306-ए, भाभा बिल्डिंग, एन एम जोशी मार्ग, डेलिस रोड, मुंबई-400011, महाराष्ट्र द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "पी जे डब्ल्यू" शृंखला के स्वतःसूचक इलेक्ट्रॉनिक, अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "फोनिक्स" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन धिह आई एन डी/09/2004/319 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विद्युत चुम्बकीय बल प्रतिकर आधारित अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार का) है। इसकी अधिकतम क्षमता 500 ग्रा. और न्यूनतम क्षमता 200 मि. ग्राम है। सत्यापन मापमान अंतराल (ई) का मान 10 मि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्युत्क्रमणक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टैम्पिंग प्लेट को मुद्रांकन के अतिरिक्त, मशीन को कपटपूर्ण व्यवहार के लिए खोलने से रोकने के लिए सीलबंदी भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही भेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के "ई" मान के लिए 5,000 से 50,000 तक की रेंज में सत्यापन मान अंतराल सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

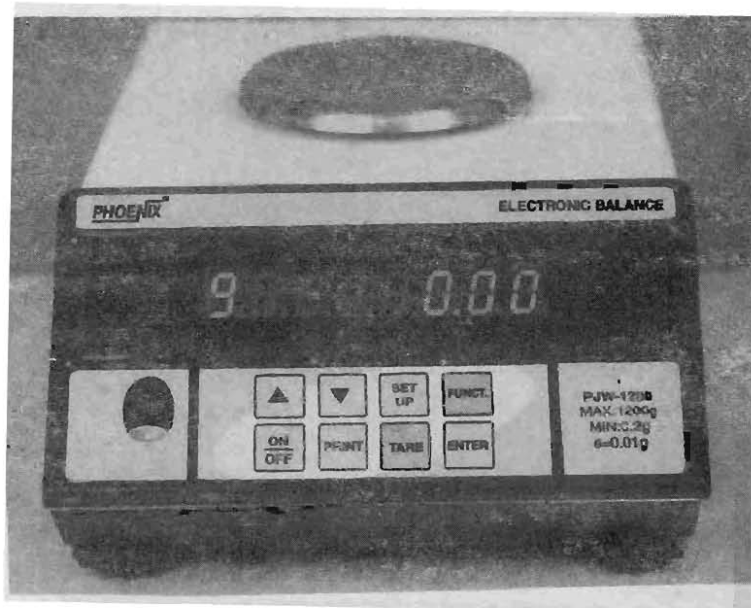
[फा.सं. डब्ल्यू एम-21(327)/2003]

पी० ए० कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th March, 2005

S.O. 1161.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Table top type) with digital indication of "PJW" series of high accuracy (Accuracy class-II) and with brand name "PHOENIX" (hereinafter referred to as the said Model), manufactured by M/s. Nitiraj Engineers Private Limited, 306A, Bhabha Building, N.M. Joshi Marg, Delise Road, Mumbai-400011, Maharashtra and which is assigned the approval mark IND/09/2004/319;



The said Model is a electromagnetic force compensation principle based non-automatic weighing instrument (Table top type) with a maximum capacity of 500g. and minimum capacity of 200mg. The verification scale interval (e) is 10mg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, and 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1 mg to 50 mg. and with verification scale interval (n) in the range of 5,000 to 50,000 for 'e' value of 100 mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , Where K is positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design accuracy and with the same materials with which, the said approved Model has been manufactured.

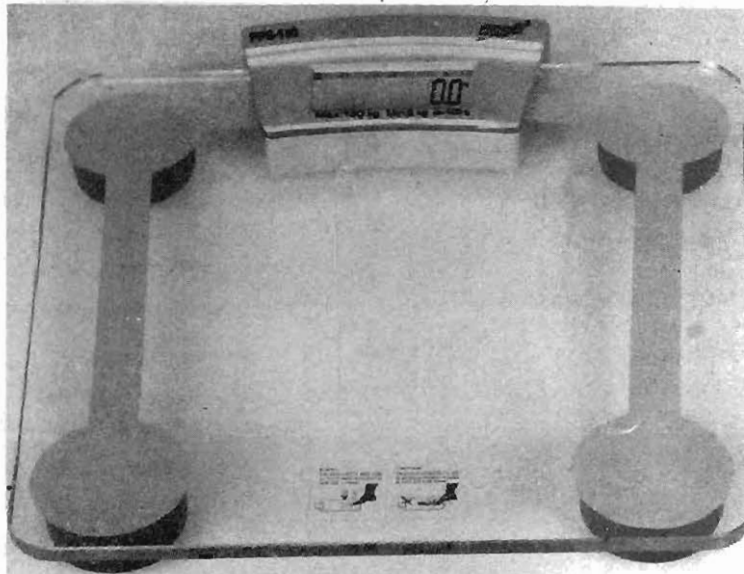
[F. No. WM-21(327)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 14 मार्च, 2005

का०आ० 1162.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स नीतिराज इंजीनियरिंग प्राइवेट लिमिटेड, 306-ए, भाभा बिल्डिंग, एन एम जोशी मार्ग, डेलिस रोड, मुंबई-400011, महाराष्ट्र द्वारा विनिर्मित उच्च यथार्थता वर्ग (यथार्थता वर्ग-III) वाले "पी पी एस" श्रृंखला के स्वतःसूचक इलेक्ट्रॉनिक, अंकक सूचन सहित अस्वचालित तोलन उपकरण (व्यक्ति तोलन मशीन प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "फोनिक्स" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/320 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृति गेज प्रकार का लोड सेल आधारित तोलन उपकरण (व्यक्ति तोलन मशीन) है। इसकी अधिकतम क्षमता 150 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 200 ग्रा. है। व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। द्रव क्रिस्टल प्रदर्श (एलसीडी) प्रदर्श, तोलन परिणाम उपदर्शित करता है। उपकरण 3 वोल्ट बैट्री पर कार्य करता है।

स्टॉमिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहार के लिए खोलने से रोकने के लिए सीलबंदी भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो सत्यापन 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 100 कि.ग्रा. से 200 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

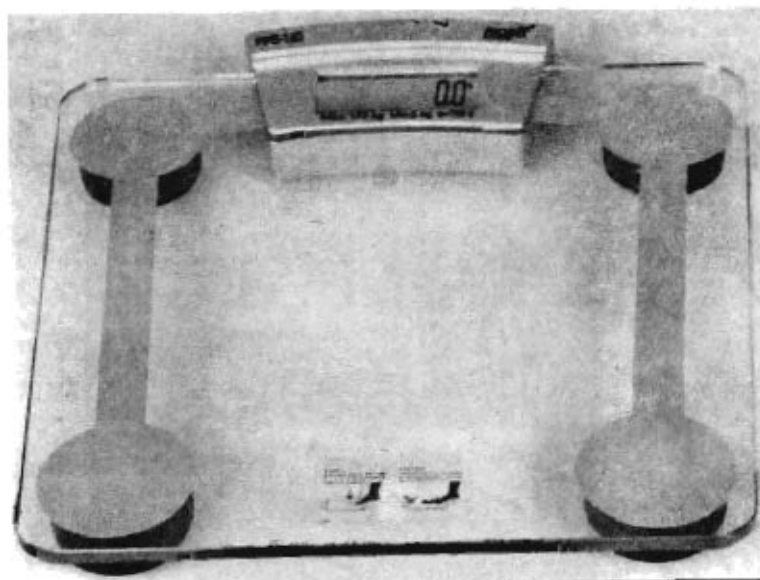
[फा.सं. डब्ल्यू एम-21(327)/2003]

पी० ए० कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 14th March, 2005

S.O. 1162.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of Model of, non-automatic weighing instrument (Personal weighing machine) belonging to medium accuracy (accuracy class-III) of 'PPS' series with brand name "PHOENIX" (herein referred to as the said Model), manufactured by M/s. Nitiraj Engineers Private Limited, 306A, Bhabha Building, N.M. Joshi Marg, Delise Road, Mumbai-400011, Maharashtra and which is assigned the approval mark IND/09/2004/320;



The said Model is non-automatic strain gauge load cell based weighing instrument (Personal weighing machine). The maximum capacity is 150kg and minimum capacity of 2g. The value of verification scale interval 'e' is 200g. The liquid crystal display (LCD) display indicates the weighing result. The instrument operates on 3V battery.

In addition to sealing the stamping plate, sealing is also done to prevent opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity in the range of 100k 2 to 200kg and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, accuracy, design and with the same materials with which, the approved Model has been manufactured.

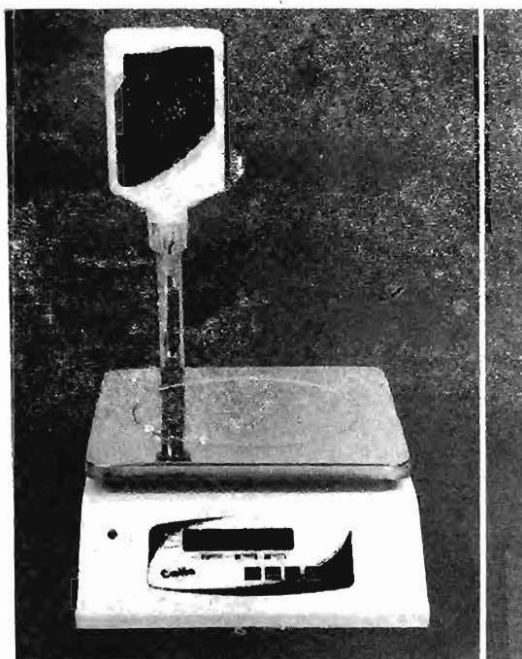
(F. No. WM-21(327)/2003)

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 16 मार्च, 2005

का०आ० 1163.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स सिटीजन स्केल कं., 5, शिवाजी नगर, सावर कुंडला-364515 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "सी टी एस-090" श्रृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "सीलो" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/379 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार का) है। इसकी अधिकतम क्षमता 20 कि.ग्रा. है और न्यूनतम क्षमता 40 ग्राम है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है। स्टाम्पिंग प्लेट के मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी मुद्रांकन भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. तक को अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$ के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

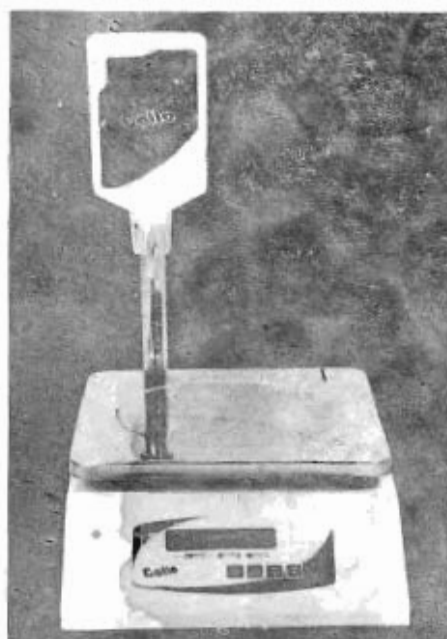
[फा.सं. डब्ल्यू एम-21(223)/2002]

पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 16th March, 2005

S.O. 1163.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of non-automatic (Table top type) weighing instrument with digital indication of "CTS-090" series of medium accuracy (Accuracy class-III) and with brand name "CELLO" (herein referred to as the said Model), manufactured by M/s. Citizen Scale Co. 5, Shivaji Nagar, Savarkundala-364515, Gujarat and which is assigned the approval mark IND/09/2004/379.



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 20 kg. and minimum capacity of 40 kg. The verification scale interval (e) is 2g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50 kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg. to 2g. or with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'c' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principles, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(223)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 16 मार्च, 2005

का०आ० 1164.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स सिटीजन स्केल कं., 5, शिवाजी नगर, सावर कुंडला-364515 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-II) वाले "सी पी एस-07" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "सीलो" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/380 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृत (स्ट्रेन) गेज प्रकार का भार सेल आधारित तोलन उपकरण है। इसकी अधिकतम क्षमता 500 कि.ग्रा. है और न्यूनतम क्षमता 1 किलोग्राम है। सत्यापन मापमान अंतराल (ई) 50 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है। स्ट्राम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए मुद्रांकन भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के बैसे हो मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्राम, या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 1000 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^6 , 2×10^6 या 5×10^6 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा.सं. डब्ल्यू एम-21(223)/2002]

पी० ए० कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 16th March, 2005

S.O. 1164.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issue and publishes the certificate of approval of the Model of the self indicating, non-automatic (Platform type) weighing instrument with digital indication of "CPS-07" series of medium accuracy (Accuracy class-III) and with brand name "CELLO" (herein referred to as the said Model), manufactured by M/s. Citizen Scale Co. 5, Shivaji Nagar, Savarkundala-364515, Gujarat and which is assigned the approval mark IND/09/2004/380;



The said Model (see the figure given below) is a strain gauge type load cell based weighing instrument with a maximum capacity of 500 kg. and minimum capacity of 1 kg. The verification scale interval (e) is 50g. It has a tare device with 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model is to cover the weighing instrument of same series with maximum capacity up to 50 kg. and up to 1000kg and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer with the same principles, design and with the same materials with which, the approved Model has been manufactured.

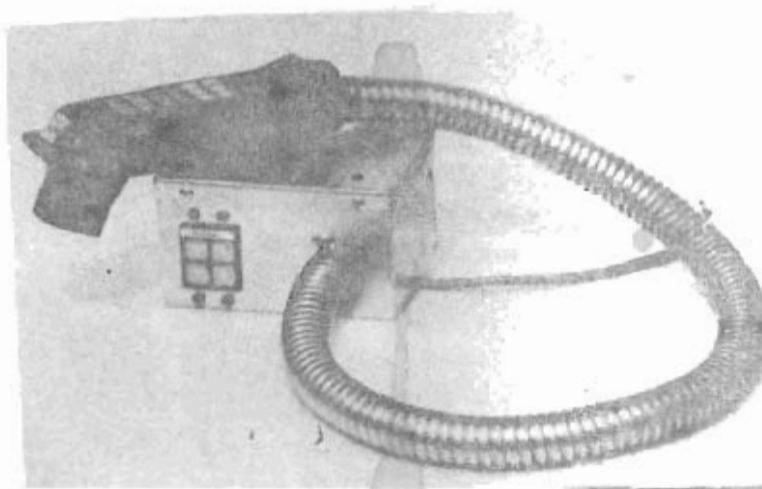
[F. No. WM-21(223)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 16 मार्च, 2005

का०आ० 1165.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स बैवरीज मैनेजमेंट सिस्टम, 19799 एस डब्ल्यू 95वां प्लेस, सूट ए टुआल्टिन, ओआर 97062, स्टेट ऑफ ओरगन यू.एस.ए. द्वारा विनिर्मित और मैसर्स बी-मैडोरता इंक, सी 194 (एल जी एफ) डिफेंस कालोनी, नई दिल्ली-110024 द्वारा भारत में स्वचालित लिक्वर माप, जिसके ब्राण्ड का नाम "ई ए एस वाई बी ए आर" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और निम्ने अनुमोदन विह आई एन डी/09/2004/263 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक स्वचालित लिक्वर माप है और इसके भरक की क्षमता 30 मि.ली. से 100 मि.ली. है। यह द्रव्य पदार्थों जैसे लिक्वर, बीयर, वाइन, सोडा आदि को पर्व नियम गन डिस्पेंसर के माध्यम से भरने में प्रयुक्त होता है। यह एक डिस्पेंसर युक्त है और द्रव प्रवाह वायु स्रोत दाबित (वायु संपीडक या CO_2) और टाईमर अवधारित होता है। वायुदाब और समय कार्यक्रम इलेक्ट्रॉनिक्स में नियंत्रित है। उपकरण 230 वोल्ट, 50 हर्ट्ज के प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

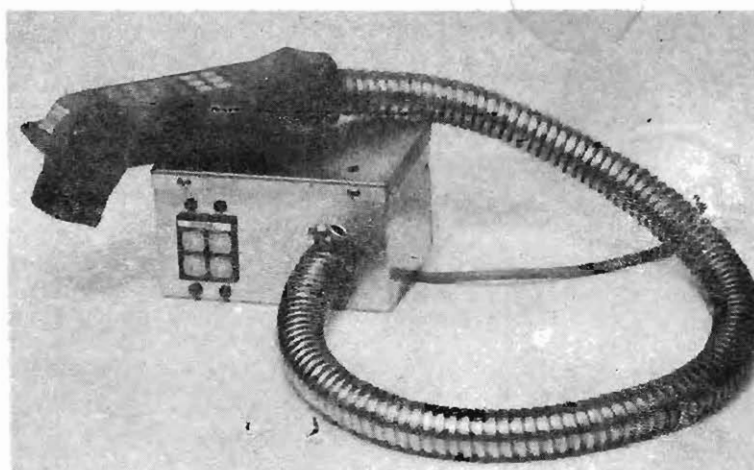
[फा.सं. डब्ल्यू एम-21(99)/2003]

पी० ए० कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 16th March, 2005

S.O. 1165.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of Automatic Liquor Measure with brand name "EASYBAR" (hereinafter referred to as the said Model), manufactured by M/s. Beverage Management System, 19799 SW 95th Place, Suite A, Tualatin, OR 97062, State of Oregon, U.S.A. and marketed in India by M/s V-Medirata Inc, C-194 (LGF) Defence Colony, New Delhi-110024 and which is assigned the approval mark IND/09/2004/263;



The said Model is an automatic liquor measure and its filling capacity is in the range of 30ml to 100ml. It is used for filling the liquid products like liquor, beer, wine, soda etc through a pre fixed gun dispenser. It is a dispensing device and the liquid flow is determined by a regulated pressurized air source (air compressor or CO_2) and timer. The air pressure and time programmed into the electronics are constant. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

[F. No. WM-21(99)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 16 मार्च, 2005

का०आ० 1166.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स वेग शॉपिंग, ए-15, डी डी ए काम्पलेक्स, ए ब्लॉक, रिंग रोड, नारायणा, नई दिल्ली-110028 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "ई डब्ल्यू" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "ग्लोबस" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/479 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृति गेज प्रकार का लोड सेल आधारित (टेबल टॉप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 12 कि. ग्रा. और न्यूनतम क्षमता 50 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 1 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्ट्राम्पिंग प्लेट को सीलबंद करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए उसे खोलने से रोकने के लिए सीलबंद की जाएगी।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अन्तराल (एन) और 100 मि. ग्रा. या उससे अधिक के "ई" मान के लिए 5,000 से 50,000 तक की रेंज में सत्यापन मान (एन) अंतराल सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा.सं. डब्ल्यू एम-21(113)/2003]

पी० ए० कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 16th March, 2005

S.O. 1166.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of "EW" series of high accuracy (Accuracy class-II) and with brand name "GLOBUS" (hereinafter referred to as the said model), manufactured by M/s. Weigh Shoppe, A-15, DDA Complex, A Block Ring Road, Naraina, New Delhi-110028 and which is assigned the approval mark IND/09/2004/479;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 12kg. and minimum capacity of 50g. The verification scale interval (e) is 1g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 50,000 for 'e' value 1 mg to 50 mg. and with verification scale interval (n) in the range of 5,000 to 50,000 for 'e' value of 100 mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where K is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principles, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(113)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 16 मार्च, 2005

का०आ० 1167.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स वेग शॉप्स, ए-15, डी डी ए काम्पलेक्स, ए ब्लाक, रिंग रोड, नारायणा, नई दिल्ली-110028 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "ई डब्ल्यू" श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "ग्लोबस" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/480 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृति गेज प्रकार का लोड सेल आधारित (टेबल टॉप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि. ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को सोलबंद करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए उसे खोलने से रोकने के लिए सोलबंद की जाएगी।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्रियों से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अन्तराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान (एन) अन्तराल सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^0 , 2×10^0 या 5×10^0 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा.सं. डब्ल्यू एम-21(113)/2003]

पी० ए० कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 16th March, 2005

S.O. 1167.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of "EW" series of medium accuracy (Accuracy class-III) and with brand name "GLOBUS" (hereinafter referred to as the said model), manufactured by M/s. Weigh Shoppe, A-15, DDA Complex, A Block, Ring Road, Naraina, New Delhi-110028 and which is assigned the approval mark IND/09/2004/480;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value 100 mg. to 2 g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where K is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principles, design and with the same materials with which, the said approved model has been manufactured.

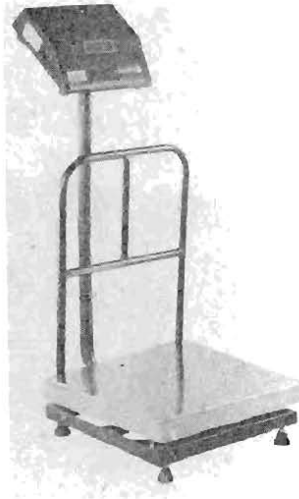
[F. No. WM-21(113)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 16 मार्च, 2005

का०आ० 1168.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स वेग शॉप्पि, ए-15, डी डी ए कॉम्प्लेक्स, ए ब्लॉक, रिंग रोड, नारायणा, नई दिल्ली-110028 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "ई डब्ल्यू" श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "ग्लोब्स" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/481 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृति गेज प्रकार का लोड सेल आधारित अस्वचालित (प्लेटफार्म प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 240 कि. ग्रा. और न्यूनतम क्षमता 10 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टैम्पिंग प्लेट को सीलबंद करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए उसे खोलने से रोकने के लिए सीलबंद की जाएगी।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान (एन) अंतराल सहित 50 कि. ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(113)/2003]

पी० ए० कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 16th March, 2005

S.O. 1168.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of "EW" series of high accuracy (Accuracy class-II) and with brand name "GLOBUS" (hereinafter referred to as the said model), manufactured by M/s. Weigh Shoppe, A-15, DDA Complex, A Block Ring Road, Naraina, New Delhi-110065 and which is assigned the approval mark IND/09/2004/481;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 2400 kg. and minimum capacity of 10 kg. The verification scale interval (e) is 200g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. and upto 5000kg with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value 100 mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principles, design and with the same materials with which, the said approved model has been manufactured.

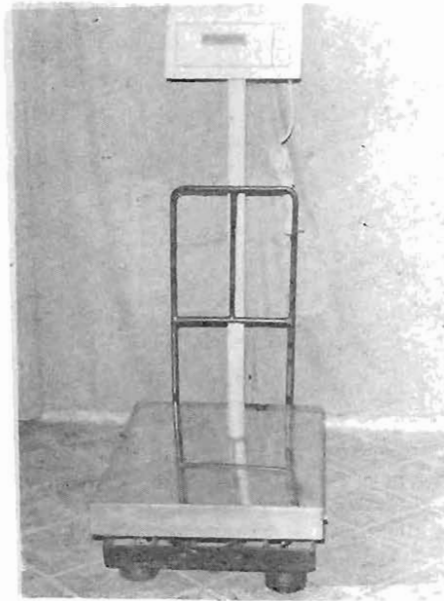
[F. No. WM-21(113)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 16 मार्च, 2005

का०आ० 1169.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स स्टार वेइंग सिस्टम, बी-1/23 सी, शालीमार बाग, नई दिल्ली-110088 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एस टी टी" श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "स्टार" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/501 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृति गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) है। इसकी अधिकतम क्षमता 1000 कि. ग्रा. और न्यूनतम क्षमता 2 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान सहित 50 कि.ग्रा. से अधिक और 5000 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^6 , 2×10^6 या 5×10^6 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा.सं. डब्ल्यू एम-21(18)/2003]

पी० ए० कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 16th March, 2005

S.O. 1169.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Platform type) with digital indication of "STP" series of medium accuracy (Accuracy class-III) and with brand name "STAR" (hereinafter referred to as the said model), manufactured by M/s. Star Weighing System, B-1/23C, Shalimar Bagh, New Delhi-110088 and which is assigned the approval mark IND/09/2004/501;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000 kg. and minimum capacity of 2 kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. and up to 5000kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value 100 mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principles, design and with the same materials with which, the said approved model has been manufactured.

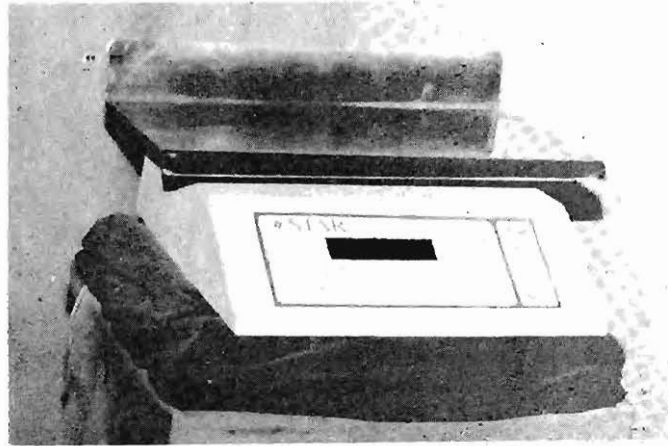
[F. No. WM-21(18)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 16 मार्च, 2005

का०आ० 1170. — केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स स्टार वेइंग सिस्टम, बी-1/23 सी, शालीमार बाग, नई दिल्ली-110088 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "एस टी टी" श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "स्टार" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/500 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृति गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार का) है। इसकी अधिकतम क्षमता 12 कि. ग्रा. और न्यूनतम क्षमता 50 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 1 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए मुद्रांकन भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अन्तराल (एन) और 100 मि. ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मान सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा.सं. डब्ल्यू एम-21(18)/2003]

पी० ए० कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 16th March, 2005

S.O. 1170.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Table top type) with digital indication of "STT" series of high accuracy (Accuracy class-II) and with brand name "STAR" (hereinafter referred to as the said Model), manufactured by M/s. Star Weighing System, B-1/23C, Shalimar Bagh, New Delhi-110088 and which is assigned the approval mark IND/09/2004/500;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 12kg. and minimum capacity of 50g. The verification scale interval (e) is 1g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1 mg to 50 mg and with verification scale interval (n) in the range of 5,000 to 50,000 for 'e' value of 100 mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , K is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

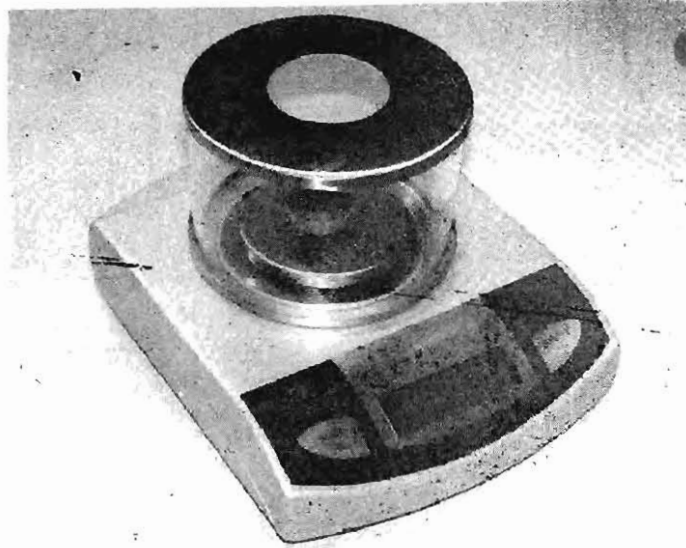
[F. No. WM-21(18)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 16 मार्च, 2005

का०आ० 1171.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स मैटलर टोलेडो इण्डिया प्रा. लि., अमर हिल, साकी विहार रोड, मुंबई द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "सफ़ियर—जे एस" शृंखला के अस्वचालित, अंकक सूचन सहित, तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "मैटलर टोलेडो" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/318 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृति (स्ट्रेन) गेज प्रकार का भार सेल आधारित (टेबल टॉप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 10 कि. ग्रा. है। इसकी न्यूनतम क्षमता 40 मि. ग्रा. है। सत्यापन मापमान (ई) अन्तराल का मान 2 मि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक "ई" मान के लिए 100 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} या 5×10^{-6} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

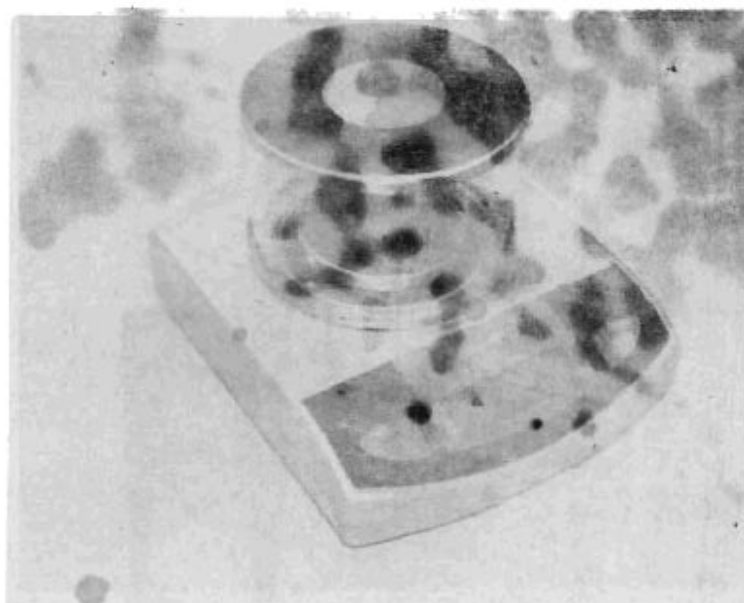
[फा.सं. डब्ल्यू एम-21(236)/2003]

पी० ए० कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 16th March, 2005

S.O. 1171.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Models described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication belonging to high accuracy (Accuracy class-II) of 'Sapphire-JS' series with brand name "METTLER TOLEDO" (hereinafter referred to as the said Model), manufactured by M/s. Mettler-Toledo India Pvt. Ltd., Amar Hill, Saki Vihar Road, Mumbai and which is assigned the approval mark IND/09/2004/318;



The said model is a strain gauge load cell based non-automatic weighing instrument (table top type). The maximum capacity is 10g. and minimum capacity of 40mg. The value of verification scale interval (e) is 2mg. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 50,000 for 'e' value 1 mg to 50 mg and with number of verification scale interval (n) in the range of 5,000 to 50,000 for 'e' value of 100 mg or more and with 'c' value of 1×10^k , 2×10^k or 5×10^k , k being positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principles, design and with the same materials with which, the said approved Model has been manufactured.

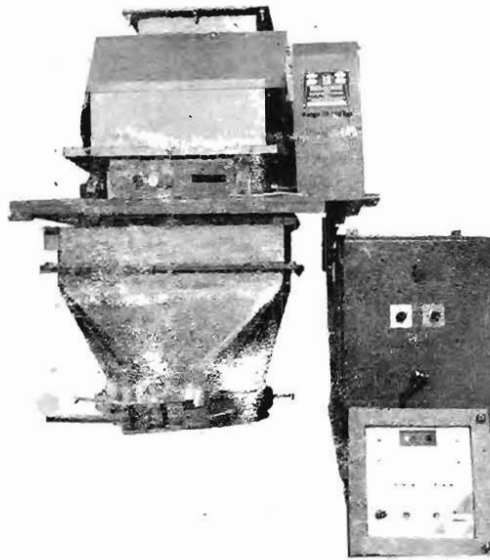
[F. No. WM-21(236)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 16 मार्च, 2005

का०आ० 1172.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स भाजदा इंटरनेशनल, 69 ए/21, वृंदावन सोसाइटी, थाना-400601, महाराष्ट्र द्वारा विनिर्मित "ए जी एम" शृंखला के अंकक सूचन सहित, उपकरण के मॉडल का, जिसके ब्राण्ड का नाम "भाजदा" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/288 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृत गेज प्रकार का लोड सैल आधारित (यथार्थता वर्ग) प्रकाश उत्सर्जक डायोड प्रदर्श सहित स्वचालित भारात्मक भरण उपकरण है। इसकी अधिकतम क्षमता 100 कि.ग्रा. और न्यूनतम क्षमता 25 कि. ग्राम है। इसकी अधिकतम भरण दर 200 भरण प्रति घण्टा है। मशीन को मुक्त प्रवाह उत्पाद जैसे गेहूं, दालें, चावल, अनाज, चीनी, पशुओं का चारा और ऐसे ही उत्पादों को भरने के लिए डिजाइन किया गया है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

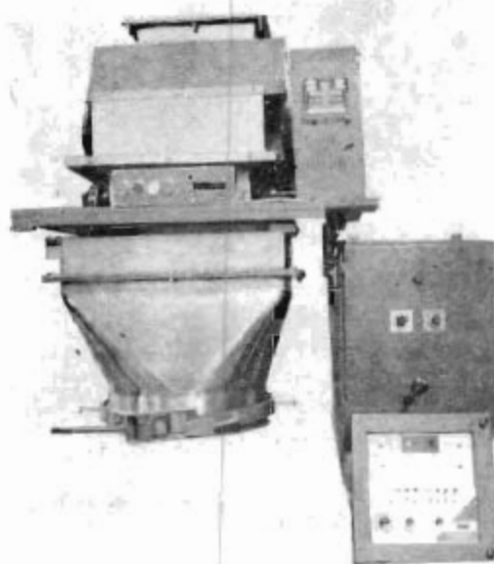
[फा. सं. डब्ल्यू एम-21(248)/2003]

पी० ए० कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 16th March, 2005

S.O. 1172.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of automatic gravimetric filling instrument with digital indication of 'AGM' series with brand name "MAZADA" (hereinafter referred to as the said Model), manufactured by M/s. Mazada International, 69A/21, Brindaban Society, Thane-400601, Maharashtra and which is assigned the approval mark IND/09/2004/288;



The said model is a strain gauge type load cell based automatic gravimetric filling instrument with Light emitting diode display. Its maximum capacity is 100kg. and minimum capacity is 25kg. It has a maximum fill rate of 200 fills per hour. The machine is designed for filling free flowing products like wheat, pulses, rice, grains, sugar, seeds, animal feeds and the like. It operates on 230 Volts and 50 Hertz alternate current power supply.

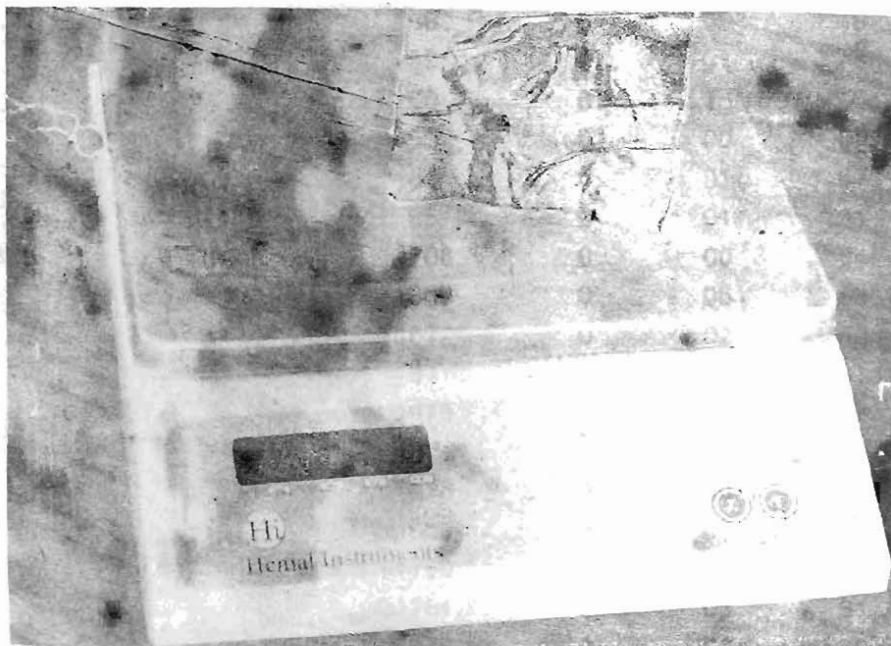
[F. No. WM-21(248)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 16 मार्च 2005

का०आ० 1173.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60), तथा बाट और माप मानक (मॉडल का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अय, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स हेमल इंस्ट्रुमेंट्स, नं. 4, बुन्देन कालोनी, करेलीबाग, बडोदरा-390018 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग: 1) वाले "एचआई-01 टी" शृंखला के अस्थचालित, अंकक सूचन सहित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके बाण्ड का नाम "हेमल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/289 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशन करता है।



उक्त मॉडल विकृति (स्ट्रेन) गेज प्रकार का भार सेल आधारित (टेबल टॉप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि. ग्रा. है। इसकी न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान (ई) अन्तराल 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवहारनात्मक, धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रभावता धारा विद्युत प्रदाय पर कार्य करता है।

डम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए मुद्रांकित की जाएगी।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्रो से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन माप मान (एन) और 100 मि. ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} या 5×10^{-6} के हैं, जो अणुत्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(290)/2003]

पी० ए० कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 16th March, 2005

S.O. 1173.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Table top type) with digital indication of "HI 01 T" series of high accuracy (Accuracy class-II) and with brand name "HEMSCALE" (hereinafter referred to as the said Model), manufactured by M/s. Hemal Instruments, No. 4, Buddhadev Colony, Karelbaug, Vadodara-390018 and which is assigned the approval mark IND/09/2004/289;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1 mg to 50 mg and with verification scale interval (n) in the range of 5,000 to 50,000 for 'e' value of 100 mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(290)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 21 मार्च, 2005

का०आ० 1174.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स अशोक स्केल कम्पनी, प्लॉट सं. 234, सेक्टर-31, फरीदाबाद, हरियाणा द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले "ए ई टी" श्रृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "अशोक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/170 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल (ऊपर दी गई आकृति देखें) विकृति गेज प्रकार का लोड-सेल आधारित अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार का) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज अत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के लिए अतिरिक्त मशीन को कपटपूर्ण व्यवहार के लिए मशीन खोलने से रोकने के लिए भी सॉलबंद की जाएगी।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक से "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान अंतराल सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

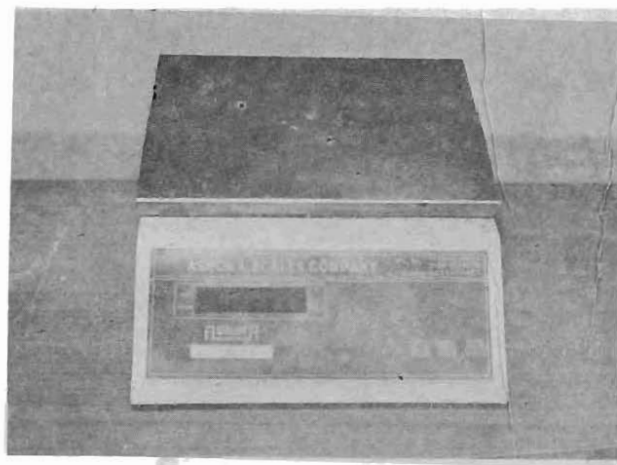
[फा.सं. डब्ल्यू.एम.-21(104)/2003]

पी० ए० कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 21st March, 2005

S.O. 1174.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Table top type) with digital indication of "AET" series of medium accuracy (Accuracy class-III) and with brand name "ASHOKA" (herein referred to as the said Model), manufactured by M/s. Ashoka Scale Company, Plot No. 234, Sector-31, Faridabad, Haryana and which is assigned the approval mark IND/09/2004/170;



The said Model (See the figure as given above) is strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230 V, 50 Hz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50 kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg to 2g and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

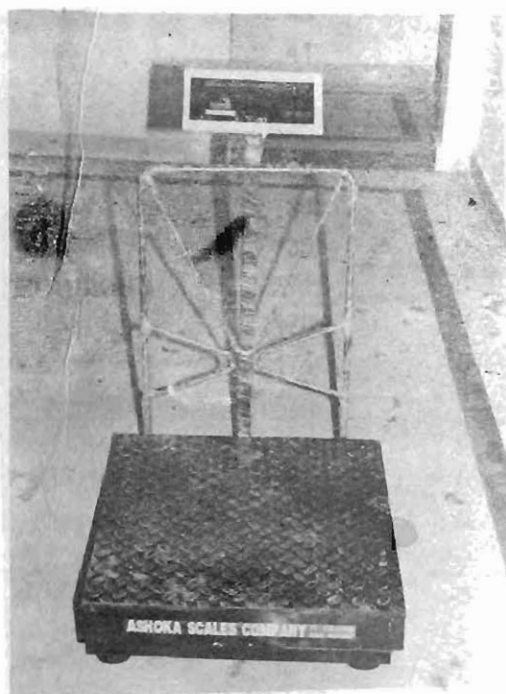
[F. No. WM-21(104)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 21 मार्च, 2005

का०आ० 1175.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग का अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स अशोक स्केल कम्पनी, प्लॉट सं. 234, सेक्टर-31, फरीदाबाद, हरियाणा द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले "ए ई पी एस" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "अशोक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/171 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल (नीचे दी गई आकृति देखें) विकृति गेज प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार का) है। इसकी अधिकतम क्षमता 2000 कि.ग्रा. और न्यूनतम क्षमता 4 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकन के लिए अतिरिक्त मशीन को कपटपूर्ण व्यवहार के लिए मशीन खोलने से रोकने के लिए भी सीलबंद की जाएगी।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे और 5 ग्राम या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

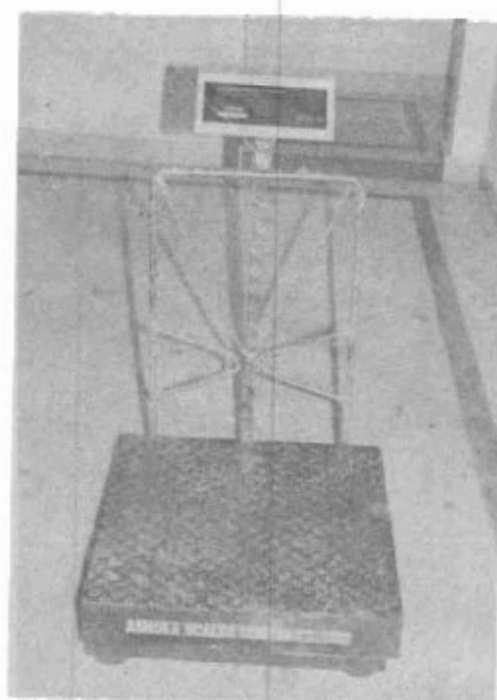
[फा.सं. डेब्ल्यू एम-21(104)/2003]

पी० ए० कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 21st March, 2005

S.O. 1175.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Platform type) with digital indication of "AEPS" series of medium accuracy (Accuracy class-III) and with brand name "ASHOKA" (herein referred to as the said Model), manufactured by M/s. Ashoka Scale Company, Plot No. 234, Sector-31, Faridabad, Haryana and which is assigned the approval mark IND/09/2004/171:



The said Model (See the figure as given below) is strain gauge load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 2000kg and minimum capacity of 4kg. The verification scale interval (e) is 200g. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230V, 50Hz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the power conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg and upto 5000kg with verification scale interval (n) in the range of 500 to 10,000 for the value of 5g or more and with the value of 1×10^4 , 2×10^4 or 5×10^4 . Where K is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

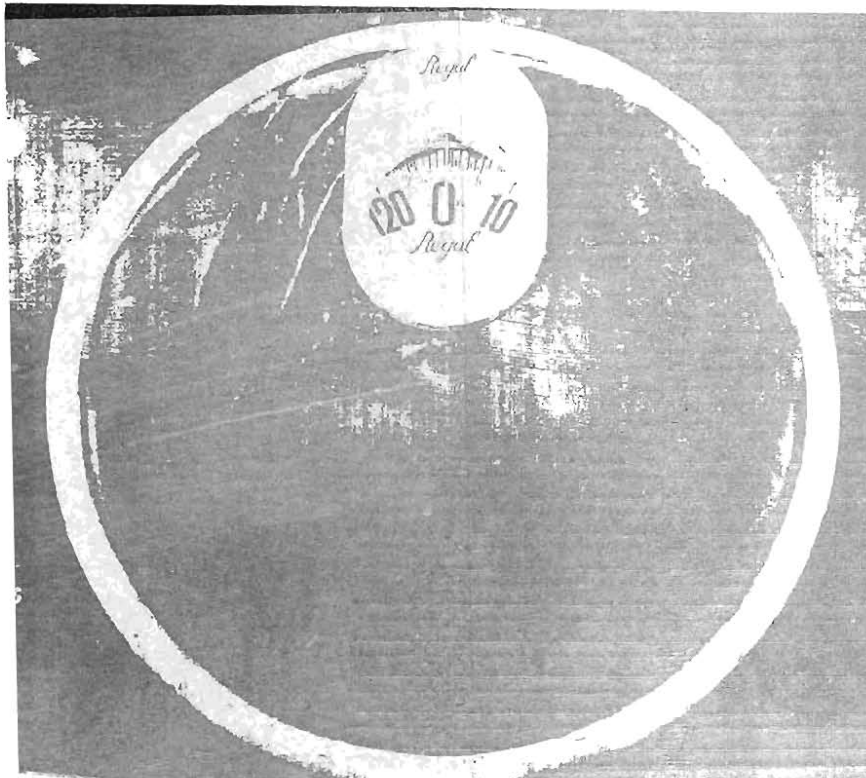
[F. No. WM-21(104)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 21 मार्च, 2005

का०आ० 1176.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स ईजीकेसनस, 9-ए, लक्ष्मी इन्डस्ट्रियल एस्टेट, न्यू लिंक रोड, अंधेरी (वेस्ट), डाकघर, आज़ार नगर, मुम्बई 400053 द्वारा विनिर्मित साधारण यथार्थता वर्ग (यथार्थता वर्ग-III) वाले अनुरूप सूचन सहित अस्वचालित तोलन उपकरण (व्याक्ति तोलन प्रमाण प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "रीगल" है (जिसमें इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई.एस.ओ. 9 2004/352 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल (नीचे दी गई आकृति देखें) एक स्प्रिंग आधारित तोलन उपकरण (व्याक्ति तोलन प्रमाण प्रकार) है। इसकी अधिकतम क्षमता 125 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 500 ग्रा. है। डायल करने पर मापों के पारणाम संकेतक द्वारा उपदर्शित किए जाते हैं। इसका प्लेटफार्म वर्तुल प्रकार का है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री में, जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 100 से 1000 तक की रेंज में सत्यापन मापमान (एन) अंतराल सहित 100 कि.ग्रा. से अधिक और 200 कि.ग्रा. तक की अधिकतम क्षमता की रेंज वाले हैं और "ई" मान 1×10^6 , 2×10^6 या 5×10^6 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

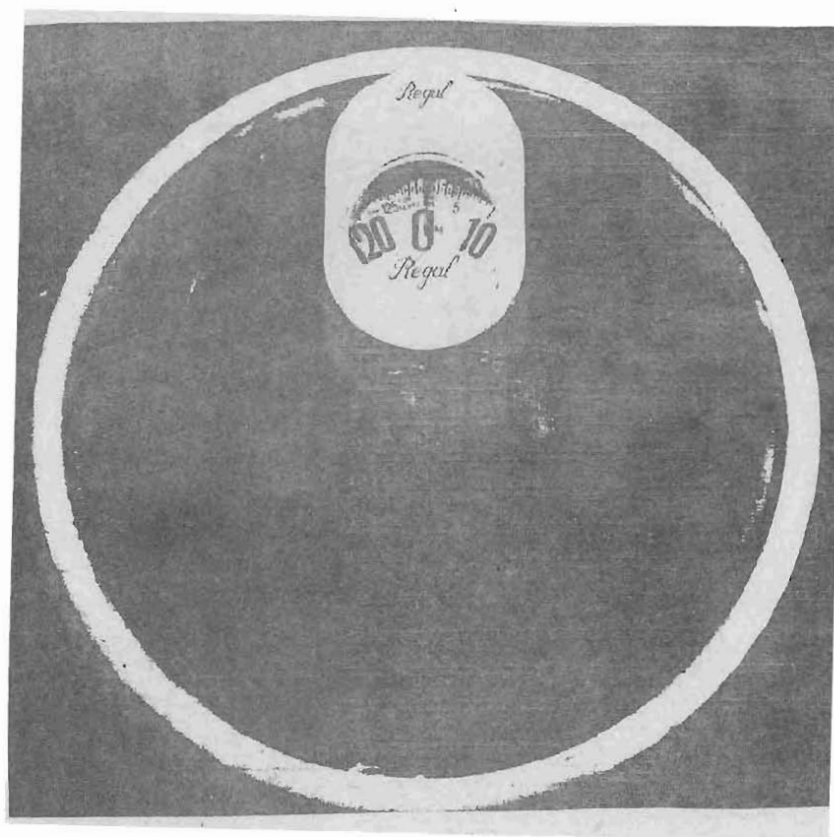
[फा.सं. डब्ल्यू.एम-21(07)/2004]

श्री ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 21st March, 2005

S.O. 1176.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over period of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument with analogue indication (Personal weighing machine) of ordinary accuracy (Accuracy class-III) with brand name "REGAL" (hereinafter referred to as the said Model), manufactured by M/s. Egeekesons 9-A, Laxmi Industrial Estate New Link Road, Andheri (W) P.O. Azadnagar, Mumbai-400053, and which is assigned the approval mark IND/09/2004/352;



The said Model (see the figure given below) is a spring based weighing instrument (Personal weighing machine) with the maximum capacity of 125kg. The verification scale interval (e) is 500g. The results of measurements are indicated by pointer on dial. Its platform is circular type.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity in the range of 100kg. to 200kg. with verification scale interval (n) in the range of 100 to 1000 for 'e' value of 5g. or more and with 'e' value of 1×10^1 , 2×10^1 or 5×10^1 , K being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principles, design and with the same materials with which, the said approved Model has been manufactured.

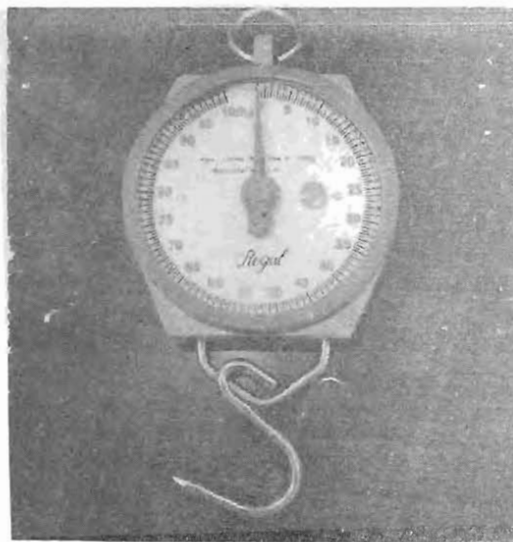
[F. No. WM-21 (07)/2004

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 21 मार्च, 2005

का०आ० 1177.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स ईजीकेसन्स, 9-ए, लक्ष्मी इंडस्ट्रीयल एस्टेट, न्यू लिंक रोड, अंधेरी (वेस्ट), डाकघर, आजाद नगर, मुम्बई-400053 द्वारा विनिर्मित साधारण यथार्थता वर्ग (यथार्थता वर्ग-III) वाले सादृश्य सूचन सहित अस्वचालित तोलन उपकरण (निलंबी प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "रीगल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/354 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल (नीचे दी गई आकृति देखें) एक स्प्रिंग आधारित तोलन उपकरण (निलंबी प्रकार का) है। इसकी अधिकतम क्षमता 100 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 500 ग्रा. है। डायल करने पर मापों के परिणाम संकेतक द्वारा उपदर्शित किए जाते हैं। इसका प्लेटफार्म वर्गाकार प्रकार का है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे, उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 100 से 1,000 तक की रेंज में सत्यापन मापमान (एन) अंतराल सहित 50 कि.ग्रा. से अधिक और 300 कि.ग्रा. तक की अधिकतम क्षमता की रेंज वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

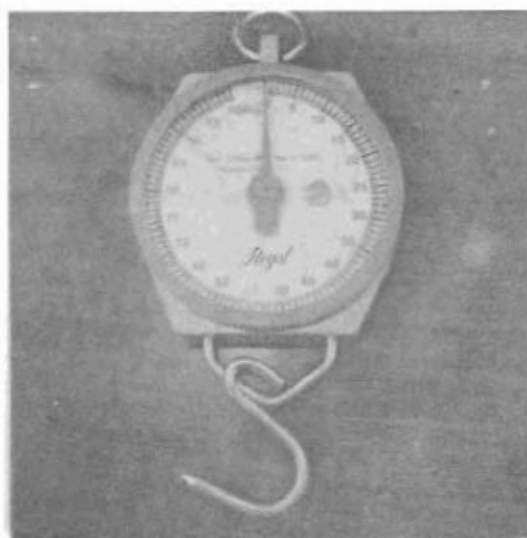
[फा.सं. डब्ल्यू एम-21(07)/2004]

पी० ए० कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 21st March, 2005

S.O. 1177.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Models described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over period of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of Model of non-automatic weighing instrument with analogue indication (Hanging type) of ordinary accuracy (Accuracy class-III) with brand name "REGAL" (hereinafter referred to as the said Model), manufactured by M/s. Egeekesons 9-A, Laxmi Industrial Estate, New Link Road, Andheri (W) P.O. Azadnagar, Mumbai-400053, and which is assigned the approval mark IND/09/2004/354;



The said Model (see the figure given below) is a spring based weighing instrument (Changing Type) with the maximum capacity of 100 g. The verification scale interval (e) is 500g. The results of measurements are indicated by pointer on dial.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg and up to 300 kg with verification scale interval (n) in the range of 100 to 1000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

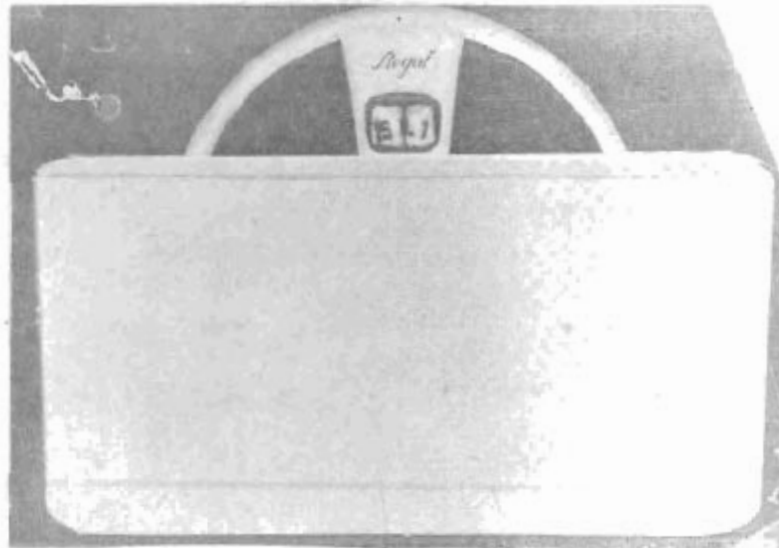
[F. No. WM-21(07)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 21 मार्च, 2005

का०आ० 1178.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स ईजीकेसन्स, 9-ए, लक्ष्मी इंडस्ट्रीयल एस्टेट, न्यू लिंक रोड, अंधेरी (वेस्ट), डाकघर, मुम्बई-400053 द्वारा विनिर्मित साधारण यथार्थता (यथार्थता वर्ग-III) वाले सादृश्य सूचन सहित अस्वचालित तोलन उपकरण (रिग) (बाल तोलन मशीन) के मॉडल का, जिसके ब्राण्ड का नाम "रीगल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुसूची आई एन नं०/09/2004/355 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल (नीचे दी गई आकृति देखें) एक स्प्रिंग आधारित तोलन उपकरण (टेबल टोप प्रकार का) है। इसकी अधिकतम क्षमता 25 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 100 ग्रा. है। डायल करने पर मापों के परिणाम संकेतक द्वारा उपदर्शित किए जाते हैं। इसका प्लेटफार्म वर्गाकार प्रकार का है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 100 से 1,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता की रेंज वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

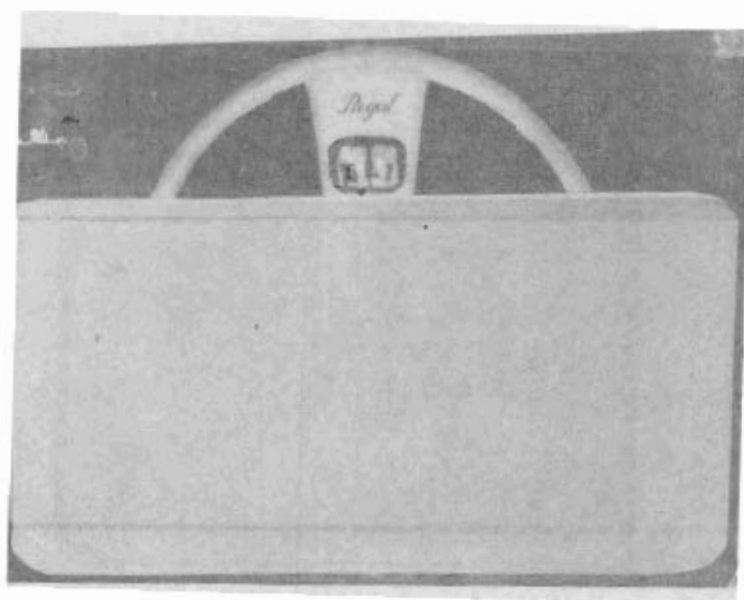
[फा. सं. डब्ल्यू एम-21(07)/2004]

पी० ए० कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 21st March, 2005

S.O. 1178.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic (Table top type) weighing instrument with analogue indication [Baby-cum-child (weighing machine)] of ordinary accuracy (Accuracy class-III) with brand name "REGAL" (hereinafter referred to as the said Model), manufactured by M/s. Egeekesons 9-A, Laxmi Industrial Estate, New Link Road, Andheri (W) P.O. Azadnagar, Mumbai-400053, and which is assigned the approval mark IND/09/2004/355:



The said Model (see the figure given below) is a spring based weighing instrument (Table Top Type) with the maximum capacity of 25 Kg. The verification scale interval (e) is 100 g. The results of measurements are indicated by pointer on dial.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50 kg with verification scale interval(n) in the range of 100 to 1000 for ' e ' value of 5g or more and with ' e ' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

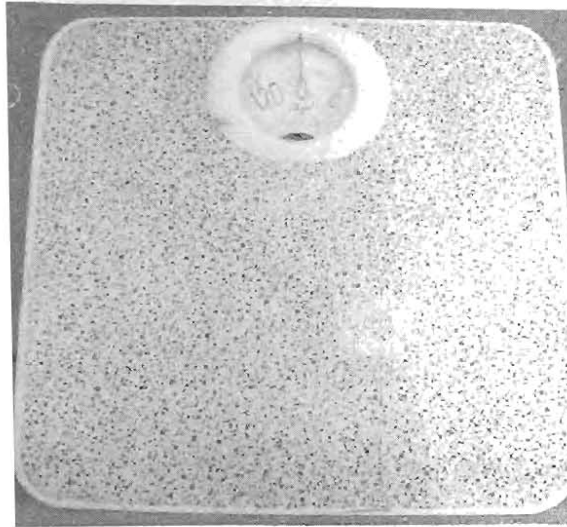
[F. No. WM-21(07)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 21 मार्च, 2005

का०आ० 1179.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की सम्भावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स ईजीकेसन्स, 9-ए, लक्ष्मी इंडस्ट्रीयल एस्टेट, न्यू लिंक रोड, अंधेरी (वेस्ट), डाकघर आजाद नगर, मुम्बई-400053 द्वारा विनिर्मित साधारण यथार्थता (यथार्थता वर्ग-III) वाले सादृश्य सूचन सहित अस्वचालित तोलन उपकरण (व्यक्ति तोलन मशीन प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "रीगल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/353 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल (नीचे दी गई आकृति देखें) एक स्प्रिंग आधारित तोलन उपकरण (व्यक्ति तोलन मशीन प्रकार) है। इसकी अधिकतम क्षमता 125 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 500 ग्रा. है। डायल करने पर मापों के परिणाम संकेतक द्वारा उपदर्शित किए जाते हैं। इसका प्लेटफार्म वर्गाकार प्रकार का है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 100 से 1,000 तक की रेंज में सत्यापन मापमान (एन) अंतराल सहित 100 कि.ग्रा. से 200 किलोग्राम तक की अधिकतम क्षमता की रेंज वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

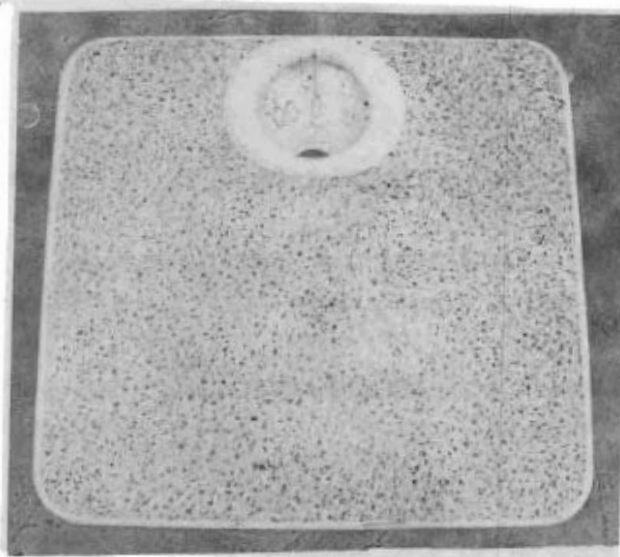
[फा.सं. डब्ल्यू एम-21(07)/2004]

पी० ए० कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 21st March, 2005

S.O. 1179.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (68 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument with analogue indication (Personal weighing machine) of ordinary accuracy (Accuracy class-III) with brand name "REGAL" (hereinafter referred to as the said Model), manufactured by M/s. Egeekesons 9-A, Laxmi Industrial Estate, New Link Road, Andheri (W) P.O. Azadnagar, Mumbai-400053, and which is assigned the approval mark IND/09/2004/353:



The said Model (see the figure given below) is a spring based weighing instrument (Personal weighing machine) with the maximum capacity of 125 kg. The verification scale interval (e) is 500 g. The results of measurements are indicated by pointer on dial. Its platform is square type.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity in the range of 100 kg to 200 kg with verification scale interval (n) in the range of 100 to 1000 for ' e ' value of 5g or more and with ' e ' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(07)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 29 मार्च, 2005

का. आ. 1180.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधिन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 3037 तारीख 23 नवम्बर, 2004, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मेसर्स गैस ट्रान्सपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड की संप्रवर्तक कंपनी मेसर्स रिलाएंस इन्डस्ट्रीज लिमिटेड के गोवा में उत्तरी/दक्षिणी अपतट में खोज ब्लॉकों और आंध्रप्रदेश राज्य की संरचनाओं से महाराष्ट्र राज्य में ठाणे जिले के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए गैस ट्रान्सपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 06 जनवरी, 2005 को उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के संबंध में जनता की ओर से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अननुज्ञात कर दिया गया;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात्, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में पाइपलाइन बिछाने के संबंध में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी वित्तीयों से मुक्त, गैस ट्रान्सपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड में निहित होगा।

आनुसूची

मंडल/तेहसिल/तालुक : कल्याण		जिला : ठाणे		राज्य : महाराष्ट्र		
गाँव का नाम	सर्वे नंबर	अर. ओ. यु. अर्जित करने के लिए क्षेत्रफल				
		हेक्टर	एर	सि एर		
1	2	3	4	5		
1) आपटी	28/1	00	17	84		
	28/2	00	05	84		
	28/3	00	00	32		
	28/4	00	13	35		
	28/5	00	05	47		
	28/6	00	72	62		
	सर्वे न 56 और गाव सीमा के बीच में नदी	00	12	77		
	17/3	00	01	91		
	17/7	00	00	12		
2) दहगाव	गाव सीमा और सर्वे न 45 के बीच में नदी	00	12	43		
	55/1एपी	00	45	97		
	55/3	00	00	03		
	55/6	00	06	86		
	56/1	00	35	36		
	56/3	00	25	20		
	56/4	00	52	80		
	56/5	00	05	94		
	56/6	00	00	98		
	56/7एपी	00	24	83		
	61/8	00	02	08		
3) मांजली	23	00	09	94		
	32/13	00	21	44		
	31/1	00	03	02		
	31/2	00	06	10		
	25/6	00	31	50		
	25/7	00	00	12		
	25/8	00	01	12		
	25/12	00	00	90		
	25/13	00	24	61		
	25/14	00	02	20		
	26/2	00	10	22		
	26/3	00	01	14		
	69/9	00	13	50		
	69/14	00	20	24		

1	2	3	4	5
3) मांजली (नीरंतर)	69/23	00	09	90
	69/24	00	11	08
	69/25	00	05	60
	9/1फी	00	11	56
	9/2	00	10	10
	9/3	00	06	34
	9/4	00	05	00
	9/6	00	04	00
	9/7/1	00	03	02
	9/7/2	00	02	98
	8/7	00	01	96
	11/10	00	07	88
	11/11	00	06	20
	11/3	00	09	40
	11/5	00	10	60
	11/9	00	27	10
4) वाहेली	17/8/1	00	00	39
	17/8/2	00	03	09
	15/1	00	00	54
	14/3	00	00	68
	14/4फी	00	05	17
	14/5	00	54	45
	14/6	00	00	20
	सर्वे नं 14 में रस्ता	00	04	61
	10/1	00	11	87
	10/4	00	05	60
	10/5	00	16	61
	10/6	00	00	20
	9	00	00	10
	8/1/1	00	45	40
	8/1/3	00	08	54
	8/2	00	03	54
	7/4	00	33	23
	7/6	00	06	16
	7/7	00	04	44
	108/1	00	07	94
	108/2	00	20	37
	107/2	00	14	00
	107/3	00	26	97
	112/3	00	15	89
	112/4	00	06	03
	112/5	00	02	36

1	2	3	4	5
4) वाहेली (नीरंतर)	112/6	00	05	65
	112/7	00	00	16
	112/9	00	03	44
	114/1	00	35	27
	114/2	00	13	64
	114/3	00	02	41
	114/4	00	20	23
	114/5	00	13	18
	114/6	00	15	57
	111/8	00	00	62
	111/9	00	00	16
	111/10	00	00	10
	113/3	00	07	67
	115/3	00	25	79
	116/1	00	32	82
	116/3	00	05	83
	96/1/1	00	47	12
	96/5	00	28	22
	96/6	00	31	06
	96/7	00	07	81
	96/8	00	07	45
	95/1	00	06	10
	92/1	00	04	40
	92/2/1	00	00	19
	94/2	00	00	10
	94/3	00	00	40
5) गोवेली	55/4	00	11	34
	53/3	00	27	54
	53/5/1	00	20	16
	53/5/2	00	05	61
	53/6	00	11	68
	53/7	00	12	53
	51/6	00	00	14
	51/7	00	11	63
	49/1/3/1	00	00	30
6) रेवती	39/2	00	05	01
	42/1	00	19	89
	40	00	16	53
	42/2	00	11	12
	सर्वे नं 42/सी और 21 के बीच में रस्ता	00	18	71
	21/4	00	00	10

1	2	3	4	5
6) रेवती (नीरंतर)	21/5	00	07	70
	18/1	00	21	80
	18/2	00	21	22
	17/1फै	00	25	81
	17/3फै	00	31	37
	1/1	00	37	30
	2/1	00	43	96
	3/1	00	06	81
	3/2	00	00	36
	3/3	00	00	27
	3/4	00	07	51
	3/8फै	00	03	13
	3/9	00	08	47
	10/1	00	26	42
	10/2	00	00	29
	10/4	00	12	01
	10/5	00	04	37
	सर्वे नं 10 में रस्ता	00	01	62
	9/1	00	14	20
	9/2	00	09	15
	9/6	00	02	28
	9/7	00	09	94
	8/1	00	13	99
	8/2	00	01	20
	8/3	00	03	78
	8/5/1फै	00	03	74
7) अनखर	28/1	00	00	61
	28/2	00	03	08
	28/3	00	26	56
	28/4	00	00	42
	28/5	00	21	09
	28/6	00	02	58
	28/7	00	02	35
	32/6	00	03	56
	32/7	00	16	78
	32/8	00	12	47
	44	00	10	11
	46/1फै	00	04	13
	75/3अ	00	05	37
	74/2	00	09	07
	80/1फै	00	42	29
	80/2	00	17	02

1	2	3	4	5
7) अन्तर (निरंतर)	80/5	00	80	44
	77/1	00	04	08
	77/2	00	11	32
	77/3	00	02	52
	77/4	00	01	54
	78/1	00	01	16
	81/1	00	10	40
	81/2	00	02	45
	83/प्र1क, 2क	00	00	95
	83/1ए	00	03	00
	82	00	20	64
8) घोटखर्च	35/1/1	00	49	31
	35/1/2	00	49	30
	खर्च नं 35/1 में रक्ता	00	01	99
	34	01	22	65
	28	00	40	03
	31	00	00	10
9) मसकत	110/1प्र	00	09	64
10) टिटवाळा	खर्च नं 66 में रक्ता	00	03	19
	77/2	00	01	12
	87/3	00	00	24
	87/4	00	04	80
	87/5	00	39	93
	87/7	00	03	50
	87/8	00	08	00
	85/1	00	21	20
	64	00	14	83
	70	00	15	73
	68/1	00	13	92
	71/1	00	05	86
	71/2	00	07	32
	71/8	00	07	10
	71/9	00	10	51
	71/10	00	05	01
	71/11	00	06	76
	50/2प्र	00	18	04
	73/1	00	23	84
	49/5	00	00	60
	49/7	00	25	93
	47/1ए	00	03	26

1	2	3	4	5
10) टिटवाळा (नीरंतर)	47/1बी	00	10	61
	47/2	00	04	50
	47/4	00	00	75
	सर्वे नं 46 में रस्ता	00	03	15
	46/3	00	04	80
	46/10	00	03	30
	46/11	00	16	17
	243/3	00	00	72
	243/4	00	05	79
	36/1पी	00	27	66
	36/2	00	07	94
	35/पी	00	46	75
	25	00	12	14
	26/2पी	00	45	67
	30/1	00	15	43
	30/2	00	17	68
	27/2	00	02	04
	235/1पी	00	20	10
	235/2	00	31	20
	सर्वे नं 235 और गाव सीमा के बीच में नदी	00	32	75
11) उत्तरे	गाव सीमा और सर्वे नं 136 के बीच में नदी	00	31	86
	136	00	60	07
	80/2	00	03	50
	81/2	00	01	33
	85/पी	00	45	19
	137	00	50	66
	87	00	03	16
	89/1पी	00	13	41
	89/2	00	08	28
	सर्वे नं 89 में रस्ता	00	03	06
	140	00	06	85
	144	00	03	87
	96/1पी	00	14	51
	96/3	00	10	35
	96/8	00	73	93
12) गुरवली	58	00	37	36
	57	00	02	35
	61/1/2	00	08	63
	61/2	00	03	07
	61/11	00	09	14
	62/1	00	22	57

1	2	3	4	5
12) गुरक्ली (नीरंतर)	62/2	00	00	11
	62/3/1	00	03	85
	62/3/2	00	03	34
	62/4	00	07	06
	63/1	00	00	10
	63/4	00	04	53
	63/5	00	14	71
	63/7	00	22	30
	68/3/1	00	19	05
	68/3/2	00	23	42
	68/3/3	00	05	11
	68/4	00	12	52
	68/13/1	00	05	81
	68/13/2	00	14	80
	68/13/3	00	07	98
	सर्वे नं 68 और 3 के बीच में रेखे	00	09	73
	3/3	00	03	44
	3/4	00	02	23
	3/8	00	04	98
	40/4	00	03	96
	40/6	00	26	60
	4/2	00	00	65
	4/3	00	08	54
	4/4	00	15	76
	4/8	00	17	78
	39/1	00	13	04
	39/4	00	03	65
	39/5	00	12	00
	39/6	00	05	54
	39/7	00	03	94
	39/9	00	13	06
	38/3	00	02	31
	37/1अ	00	06	12
	37/1ब	00	13	90
	36/1	00	06	60
	36/2	00	09	02
	सर्वे नं 39 और 36 के बीच में रेखे	00	05	04
	33/6	00	00	20
	34/1/3	00	08	20
	34/2	00	06	61
	34/3	00	09	72
	34/4	00	09	62
	29/1	00	09	00

1	2	3	4	5
12) गुरवली (नीरंतर)	29/2	00	10	50
	29/3	00	04	50
	29/4	00	04	50
	29/5	00	04	80
	18/1	00	40	70
	19/1ब	00	00	97
	19/1क	00	05	80
	19/1ड	00	03	10
	19/2	00	09	16
	20/3	00	04	01
	20/4	00	18	06
	सर्वे नं 20 और गांव छिन्न के बीच में रस्ता	00	02	52
13) निंबवली	84/1/2	00	16	25
	84/2	00	10	77
	84/3अ/पि	00	14	64
14) राया	54/1	00	02	31
	54/2अ	00	23	02
	54/8	00	13	28
	54/9	00	06	19
	54/10	00	07	59
	43/5	00	01	67
	46/अ	00	17	90
	58/2	00	00	76
	58/4	00	05	54
	45/1	00	32	28
	45/2	00	11	83
	44/1पि	00	34	18
	64/1	00	11	84
	64/2	00	05	68
	64/3	00	00	16
	64/4	00	00	15
	64/7	00	22	87
	64/8	00	00	10
	43/1पि	00	19	25
	73/1	00	00	28
	73/3	00	00	10
	71/2	00	37	89
	68/1	00	06	87
	68/2	00	01	87
	68/3	00	03	93
	68/4	00	01	87

1	2	3	4	5
14) राया (नीरंतर)	68/5	00	00	10
	66/15	00	02	60
	39/1	00	17	73
	62/2	00	01	94
	70	00	07	19
15) ओझली	32	00	00	23
	22/1फे	00	07	06
	22/2	00	04	29
	31/1	00	19	10
	31/2	00	08	35
	36/1	00	43	47
	36/7	00	00	40
	30/7	00	04	52
	23/3	00	21	82
	13/1फे	00	00	18
	13/2	00	08	45
	13/3	00	13	98
	13/4	00	05	17
	12/1	00	06	30
	11/1फे	00	00	53
	10/1/1	00	20	21
	10/1/2	00	10	15
	10/2	00	10	14
	8/2फे	00	00	10
	8/5	00	26	93
	39/1फे	00	04	15
	5/3फे	00	05	03
	6/2फे	00	08	15
	6/3फे	00	00	10
	6/4	00	03	02
	6/5फे	00	11	16
	सर्वे नं 6 और गाव सीमा के बीच में नदी	00	34	65

मंडल/तेहसिल/तालुक : तलासरी

जिल्हा : ठाणे

राज्य : महाराष्ट्र

1) वडक्ली	गाव सीमा और सर्वे नं 161 के बीच में नदी	00	21	24
	161/1	00	25	99
	161/2फे	00	60	90
	129/1/2	00	03	38
	129/2/5	00	01	56
	129/2/4	00	03	57
	129/2/3	00	24	48

1	2	3	4	5
1) बडवली (नीरंतर)	129/2/2	00	01	82
	129/2/1	00	16	08
	129/1/5	00	29	37
	129/1/3	00	16	30
	132/1की	00	47	11
	126/2ए	00	00	96
	126/2की	00	00	18
	125/1	00	18	70
	125/2	00	00	82
	124/1	00	17	00
	124/2	00	34	66
	सर्वे नं 123 के बीच में रस्ता	00	02	97
	123/1की	00	11	57
	123/1ए	00	08	77
	112/1	00	02	68
	112/1/2	00	13	65
	112/1/4	00	03	50
	121	00	38	40
	116/2/2	00	00	30
	116/2/1	00	05	93
	120/1की	00	35	86
	113/1	00	52	11
	113/2	00	00	35
	193	00	17	11
	114/1	00	06	77
	114/3	00	01	30
	111/1	00	02	46
	181/1	00	02	95
	181/2	01	60	07
	सर्वे नं 181 में रस्ता	00	03	86
	38/1	00	00	77
	35/1	00	04	45
	35/2	00	14	38
	35/3	00	10	24
	35/5	00	10	30
	35/6	00	04	30
	182/1की	00	07	72
	179/1की	00	73	23
	179/2	00	39	90
	33/1	00	19	21
	32	00	05	96

1	2	3	4	5
2) ठाकरपाडा (नीरंतर)	86/1/2	00	33	30
	86/क्ष/1/2	00	37	82
	खर्च नं 86 में रस्ता	00	11	11
	89/क्ष	00	96	34
	2क्ष	00	50	88
	6	00	32	55
	7क्ष	00	43	91
	10/1/10	00	24	49
	10/1/11	00	10	92
	10/1/16	00	00	09
	8क्ष	00	65	82
	11	00	14	83
3) इमाडपाडा	खर्च नं 66 में रस्ता	00	04	88
	66	00	04	17
	64	00	33	31
	खर्च नं 67 में रस्ता	00	01	33
	61/7	00	02	30
	61/8	00	00	13
	61/9	00	06	69
	61/11	00	23	53
	61/15	00	02	25
	61/16	00	15	84
	61/19	00	38	46
	61/20	00	24	45
	61/21	00	05	01
	58/1	00	21	32
	58/2	00	01	15
	18क्ष	00	07	92
	20क्ष	00	41	51
	19	00	00	16
	17क्ष	00	38	23
	23	00	17	04
4) सुतारपाडा	14क्ष	00	31	98
	26	00	07	51
	27	00	02	92
	29	00	07	12
5) तलासरी	71/1क्ष	00	53	70
	71/2/क्ष	00	71	04
	71/क्ष/1/6	00	26	22
	71/क्ष/1/9	00	39	00

1	2	3	4	5
5) तलाशरी (नीरंतर)	72/क्षे	00	03	88
	70	00	03	45
	67/1	00	03	42
	62/1/क्षे	01	26	80
	62/2/क्षे	00	02	40
	62/3/1/क्षे	00	35	11
	62/क्षे/1/5	00	36	90
	65	00	14	46
	63/क्षे	00	01	69
	59	00	00	10
	सर्वे नं 57 और 56 के बिच में	00	24	33
	57/क्षे	00	23	09
	56	00	43	16
	55	00	15	96
	41/क्षे1,2,3,4/15	00	45	40
	41/क्षे1,2,3,4/21	00	19	41
	42/1	00	06	04
	42/2	00	11	93
	42/4	00	27	46
	42/5	00	25	41
	42/6	00	04	20
	सर्वे नं 42 में स्थल	00	12	26
	44/1	00	24	28
	44/2	00	00	60
	49/1/1	00	15	71
	49/1/2	00	13	23
	49/1/3	00	01	80
6) वरखा	173/4	00	07	92
	173/12	00	00	80
	173/13	00	44	21
	173/15	00	06	29
	173/16	00	02	89
	173/17	00	04	62
	58/1	00	25	06
	159	00	05	56
	55	00	06	15
	53/2	00	27	20
	196	00	05	17
	197	00	17	74
	172/2	00	38	70
	172/3	00	28	20

1	2	3	4	5
6) वरबद्ध (निरंतर)	172/4	00	19	80
	172/11	00	12	53
	45/2	00	02	04
	50/3	00	00	34
	46/2	00	20	64
	46/3	00	00	32
	47/3	00	03	76
	41/2/1	00	02	41
	41/2/5	00	01	45
	41/2/6	00	09	14
	171/7	00	52	23
	40	00	06	56
	37/1	00	29	56
	35/1	00	15	46
	164	00	03	32
	32/3१	00	26	60
	32/3३	00	05	25
	31	00	28	80
	208	00	72	32
	6/2	00	09	17
	7/5	00	07	35
	7/7	00	08	78
	60/2	00	02	24
	56/2	00	37	80
	52/1	00	09	10
	52/2	00	06	70
	171/६/4	00	37	42
	171/६/6	00	39	60
	171/6/12	00	43	54
	168/6	00	30	90
	168/8	00	37	50
	168/9	00	42	00
	168/10	00	51	87
	156/1	00	01	67
	156/2	00	01	66
7) उपलब्ध	714	00	23	73
	507/६ - 203/ ६६५	00	14	91
	716	00	42	94
	717	00	01	23
	1276	00	31	07
	725	00	66	12
	1268	00	00	10

1	2	3	4	5
7) उपलाट (नीरंतर)	726	00	48	58
	727	00	03	21
	745	00	00	48
	744	00	01	47
	749	00	39	18
	751	00	07	89
	757	00	10	53
	759	00	25	17
	756	00	01	23
	761	00	00	62
	752	00	00	10
	760	00	23	41
	770	00	00	10
	769	00	57	86
	सर्वे नं 772 मे रस्ता	00	02	09
	772	00	38	47
	778	00	34	71
	507	00	66	96
	780	00	28	48
	785	00	11	78
	783	00	00	10
	784	00	09	57
	792	00	24	33
	793	00	08	51
	207/पी	00	20	28
	507/पी -डब्ल्यु-47	01	35	34
	446	00	04	13
	448	00	09	16
	451	00	04	91
	455	00	14	23
	454	00	08	74
	410	00	37	28
	413	00	08	32
	414	00	41	09
	420	00	09	11
	213/1	00	49	28
	214	00	00	53
	220/2	01	33	06
	सर्वे नं 220 और 226 मे नाला	00	01	94
	226	00	63	58
	227	00	00	88
	229	00	13	51
	230	00	01	39

1	2	3	4	5
7) उपलब्ध (मीटर)	237	00	10	93
	230	00	12	82
	235	00	08	35
	238	00	12	98
	255	00	05	72
	254/1	00	17	81
	सर्वे नं 320 के अनुसार	00	00	96

[फा. सं. एल-14014/42/2004-जी.पी.]

एस. बी. मण्डल, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 29th March, 2005

S. O. 1180.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas, S.O. 3037 dated the 23rd November 2004 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of natural gas from, the exploration blocks in the Northern / Southern Offshore of Goa and Structures in Andhra Pradesh of M/s Reliance Industries Limited, the promoter company of M/s Gas Transportation and Infrastructure Company Limited to the various consumers of District Thane in the State of Maharashtra by Gas Transportation and Infrastructure Company Limited;

And whereas the copies of the said Gazette notification were made available to the public on 6th January 2005;

And whereas the Competent Authority has heard the objections and result of objections is disallowed as per order on Proceeding Sheet;

And whereas the Competent Authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government after considering the said report and on being satisfied that the said land is required for laying pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired, for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vests, on this date of publication of this declaration, in Gas Transportation and Infrastructure Company Limited free from all encumbrances.

Schedule

Mandal/Thesi/Taluk : Kalyan		District : Thane		State : Maharashtra	
Village	Survey No./Sub-Division No.	Area to be acquired for ROU			
		Hectare	Are	C-Are	
1	2	3	4	5	
1) Aпти	28/1	00	17	84	
	28/2	00	05	84	
	28/3	00	00	32	
	28/4	00	13	35	
	28/5	00	05	47	
	28/6P	00	72	62	
	River in bet. Svy No. 56 & V.B	00	12	77	
	17/3	00	01	91	
	17/7	00	00	12	
2) Dahagaon	River In bet V.B & Svy. No. 45	00	12	43	
	55/1AP	00	45	97	
	55/3	00	00	03	
	55/6	00	06	86	
	56/1	00	35	36	
	56/3	00	25	20	
	56/4	00	52	80	
	56/5	00	05	94	
	56/6	00	00	98	
	56/7AP	00	24	83	
	61/8	00	02	08	
3) Manjarli	23	00	09	94	
	32/13	00	21	44	
	31/1	00	03	02	
	31/2P	00	06	10	
	25/6P	00	31	50	
	25/7	00	00	12	
	25/8	00	01	12	
	25/12	00	00	90	
	25/13	00	24	61	
	25/14	00	02	20	
	26/2	00	10	22	

1	2	3	4	5
3) Manjarli (Contd....)	26/3	00	01	14
	69/9	00	13	50
	69/14	00	20	24
	69/23	00	09	90
	69/24	00	11	08
	69/25	00	05	60
	9/1P	00	11	56
	9/2	00	10	10
	9/3	00	06	34
	9/4	00	05	00
	9/6	00	04	00
	9/7/1	00	03	02
	9/7/2	00	02	98
	8/7	00	01	96
	11/10	00	07	88
	11/11	00	06	20
	11/3	00	09	40
	11/5	00	10	60
	11/9	00	27	10
4) Vaholi	17/8/1	00	00	39
	17/8/2	00	03	09
	15/1	00	00	54
	14/3	00	00	68
	14/4P	00	05	17
	14/5	00	54	45
	14/6	00	00	20
	Road in Svy. No. 14	00	04	61
	10/1	00	11	87
	10/4	00	05	60
	10/5	00	16	61
	10/6	00	00	20
	9	00	00	10
	8/1/1	00	45	40
	8/1/3	00	08	54
	8/2	00	03	54
	7/4	00	33	23
	7/6	00	06	16
	7/7	00	04	44
	108/1	00	07	94

1	2	3	4	5
4) Vaholi (Contd....)	108/2	00	20	37
	107/2	00	14	00
	107/3	00	26	97
	112/3	00	15	89
	112/4	00	06	03
	112/5	00	02	36
	112/6	00	05	65
	112/7	00	00	16
	112/9	00	03	44
	114/1	00	35	27
	114/2	00	13	64
	114/3	00	02	41
	114/4	00	20	23
	114/5	00	13	18
	114/6	00	15	57
	111/8	00	00	62
	111/9	00	00	16
	111/10	00	00	10
	113/3	00	07	67
	115/3	00	25	79
	116/1	00	32	82
	116/3	00	05	83
	96/1P	00	47	12
	96/5	00	28	22
	96/6	00	31	06
	96/7	00	07	81
	96/8	00	07	45
	95/P	00	06	10
	92/1	00	04	40
	92/2P	00	00	19
	94/2	00	00	10
	94/3	00	00	40
5) Goveli	55/4	00	11	34
	53/3	00	27	54
	53/5/1	00	20	16
	53/5/2	00	05	61
	53/6	00	11	68
	53/7	00	12	53
	51/6	00	00	14

1	2	3	4	5
5) Govelli (Contd....)	51/7	00	11	63
	49/1/3/1	00	00	30
6) Revati	39/2	00	05	01
	42/B	00	19	89
	40	00	16	53
	42/C	00	11	12
	Road in bet. Svy. No. 42/C & 21	00	18	71
	21/4	00	00	10
	21/5	00	07	70
	18/1	00	21	80
	18/2	00	21	22
	17/1P	00	25	81
	17/3P	00	31	37
	1/1	00	37	30
	2/1	00	43	96
	3/1	00	06	81
	3/2	00	00	36
	3/3	00	00	27
	3/4	00	07	51
	3/8P	00	03	13
	3/9	00	08	47
	10/1	00	26	42
	10/2	00	00	29
	10/4	00	12	01
	10/5	00	04	37
	Road in Svy. No. 10	00	01	62
	9/1	00	14	20
	9/2	00	09	15
	9/6	00	02	28
	9/7	00	09	94
	8/1	00	13	99
	8/2	00	01	20
	8/3	00	03	78
	8/5/1P	00	03	74
7) Anakhar	28/1	00	00	61
	28/2	00	03	08
	28/3	00	26	56
	28/4	00	00	42

1	2	3	4	5
7) Anakhar (Contd....)	28/5	00	21	09
	28/6	00	02	58
	28/7	00	02	35
	32/6	00	03	56
	32/7	00	16	78
	32/8	00	12	47
	44	00	10	11
	46/1P	00	04	13
	75/3A	00	05	37
	74/2	00	09	07
	80/1P	00	42	29
	80/2	00	17	02
	80/5	00	30	44
	77/1	00	04	08
	77/2	00	11	32
	77/3	00	02	52
	77/4	00	01	54
	79/1	00	01	16
	81/1	00	10	40
	81/2	00	02	45
	83/(1C,2C)	00	00	95
	83/1A	00	03	00
	82	00	20	64
8) Ghotsai	35/1/1	00	49	31
	35/1/2	00	49	30
	Road in Svy No. 35/1	00	01	99
	34	01	22	65
	28	00	40	03
	31	00	00	10
9) Mhaskal	110/1P	00	09	64
10) Titwala	Road in Svy No. 66	00	03	19
	77/2	00	01	12
	67/3	00	00	24
	67/4	00	04	60
	67/5	00	39	93
	67/7	00	03	50

1	2	3	4	5
10) Titwala (Contd....)	67/8	00	08	00
	65/1	00	21	20
	64	00	14	83
	70	00	15	73
	68/1	00	13	92
	71/1	00	05	86
	71/2	00	07	32
	71/8	00	07	10
	71/9	00	10	51
	71/10	00	05	01
	71/11	00	06	76
	50/2P	00	18	04
	73/1	00	23	84
	49/5	00	00	60
	49/7	00	25	93
	47/1A	00	03	26
	47/1B	00	10	61
	47/2	00	04	50
	47/4	00	00	75
	Road in Svy No. 46	00	03	15
	46/3	00	04	80
	46/10	00	03	30
	46/11	00	16	17
	243/3	00	00	72
	243/4	00	05	79
	36/1P	00	27	66
	36/2	00	07	94
	35/P	00	46	75
	25	00	12	14
	26/2P	00	45	67
	30/1	00	15	43
	30/2	00	17	66
	27/2	00	02	04
	235/1P	00	20	10
	235/2	00	31	20
	River in bet. Svy No. 235 & V.B.	00	32	75
11) Utane	River in bet. Svy. No. 136 & V. B.	00	31	86
	136	00	60	07

1	2	3	4	5
11) Utane (Contd....)	80/2	00	03	50
	81/2	00	01	33
	85/P	00	45	19
	137	00	50	66
	87	00	03	16
	89/1P	00	13	41
	89/2	00	08	28
	Road in Svy. No. 89	00	03	06
	140	00	06	85
	144	00	03	87
	96/1P	00	14	51
	96/3	00	10	35
	96/8	00	73	93
12) Guravali	58	00	37	36
	57	00	02	35
	61/1/2	00	08	63
	61/2	00	03	07
	61/11	00	09	14
	62/1	00	22	57
	62/2	00	00	11
	62/3/1	00	03	85
	62/3/2	00	03	34
	62/4	00	07	06
	63/1	00	00	10
	63/4	00	04	53
	63/5	00	14	71
	63/7	00	22	30
	68/3/1	00	19	05
	68/3/2	00	23	42
	68/3/3	00	05	11
	68/4	00	12	52
	68/13/1	00	05	81
	68/13/2	00	14	80
	68/13/3	00	07	98
	Railway in bet Svy. No. 68 & 3	00	09	73
	3/3	00	03	44
	3/4	00	02	23
	3/8	00	04	98
	40/4	00	03	96

1	2	3	4	5
12) Guravali (Contd....)	40/6	00	26	60
	4/2	00	00	65
	4/3	00	08	54
	4/4	00	15	76
	4/8	00	17	78
	39/1	00	13	04
	39/4	00	03	65
	39/5	00	12	00
	39/6	00	05	54
	39/7	00	03	94
	39/9	00	13	06
	38/3P	00	02	31
	37/1A	00	06	12
	37/1B	00	13	90
	36/1	00	06	60
	36/2	00	09	02
	In Bet Svy.No 39 & 38	00	05	04
	33/6	00	00	20
	34/1/3	00	08	20
	34/2	00	06	61
	34/3	00	09	72
	34/4	00	09	62
	29/1	00	09	00
	29/2	00	10	50
	29/3	00	04	50
	29/4	00	04	50
	29/5	00	04	80
	18/1	00	40	70
	19/1B	00	00	97
	19/1C	00	05	80
	19/1D	00	03	10
	19/2	00	09	16
	20/3	00	04	01
	20/4	00	18	06
	Road in bet Svy. No. 20 & V.B	00	02	52
13) Nimboli	84/1/2	00	16	25
	84/2	00	10	77
	84/3C/P	00	14	64

1	2	3	4	5
14) Raya	54/1	00	02	31
	54/2P	00	23	02
	54/8	00	13	28
	54/9	00	06	19
	54/10	00	07	59
	46/5	00	01	67
	46/6	00	17	90
	58/2	00	00	76
	58/4	00	05	54
	45/1	00	32	28
	45/2	00	11	83
	44/1P	00	34	18
	64/1	00	11	84
	64/2	00	05	68
	64/3	00	00	16
	64/4	00	00	15
	64/7	00	22	87
	64/8	00	00	10
	43/1P	00	19	25
	73/1	00	00	28
	73/3	00	00	10
	71/2	00	37	89
	68/1	00	06	87
	68/2	00	01	87
	68/3	00	03	93
	68/4	00	01	87
	68/5	00	00	10
	68/15	00	02	60
	69/1	00	17	73
	69/2	00	01	94
	70	00	07	19
15) Ozharli	32	00	00	23
	22/1P	00	07	06
	22/2	00	04	29
	31/1	00	19	10
	31/2	00	08	35
	36/1	00	43	47
	36/7	00	00	40

1	2	3	4	5
15) Ozharli (Contd....)	30/7	00	04	52
	23/3	00	21	82
	13/1P	00	00	18
	13/2	00	08	45
	13/3	00	13	98
	13/4	00	05	17
	12/1	00	06	30
	11/1P	00	00	53
	10/1/1	00	20	21
	10/1/2	00	10	15
	10/2	00	10	14
	8/2P	00	00	10
	8/5	00	26	93
	39/1P	00	04	15
	5/3P	00	05	03
	6/2P	00	08	15
	6/3P	00	00	10
	6/4	00	03	02
	6/5P	00	11	16
	River in bet. Svy No. 6 & V.B	00	34	65

Mandal/Thesi/Taluk : Talasari

District : Thane

State : Maharashtra

1) Vadavali	River in bet. V.B & Svy.No. 161	00	21	24
	161/1	00	25	99
	161/2P	00	60	90
	129/1/2	00	03	38
	129/2/5	00	01	56
	129/2/4	00	03	57
	129/2/3	00	24	48
	129/2/2	00	01	82
	129/2/1	00	16	08
	129/1/5	00	29	37
	129/1/3	00	16	30
	132/1P	00	47	11
	126/2A	00	00	96
	126/2B	00	00	18
	125/1	00	18	70
	125/2	00	00	82
	124/1	00	17	00

1	2	3	4	5
1) Vadavali (Contd....)	124/2	00	34	66
	Road in Bet Svy. No. 123	00	02	97
	123/1C	00	11	57
	123/1A	00	08	77
	112/1	00	02	68
	112/1/2	00	13	65
	112/1/4	00	03	50
	121	00	38	40
	116/2/2	00	00	30
	116/2/1	00	05	93
	120/1B	00	35	86
	113/1	00	52	11
	113/2	00	00	35
	193	00	17	11
	114/1	00	06	77
	114/3	00	01	30
	111/1	00	02	46
	181/1	00	02	95
	181/2	01	60	07
	Road in Svy. No. 181	00	03	86
	38/1	00	00	77
	35/1	00	04	45
	35/2	00	14	38
	35/3	00	10	24
	35/5	00	10	30
	35/6	00	04	30
	182/1P	00	07	72
	179/1P	00	73	23
	179/2	00	39	90
	33/1	00	19	21
	32	00	05	96
2) Thakarpada	86/1/2	00	33	30
	86/P/1/2	00	37	82
	Road in Svy. No. 86	00	11	11
	89/P	00	96	34
	2P	00	50	88
	6	00	32	55
	7P	00	43	91
	10/1/10	00	24	49

1	2	3	4	5
2) Thakarpada (Contd....)	10/1/11	00	10	92
	10/1/16	00	00	09
	8P	00	65	82
	11	00	14	83
3) Ibhadpada	Road in Svy. No. 66	00	04	88
	66	00	04	17
	64	00	33	31
	Road in Svy. No. 67	00	01	33
	61/7	00	02	30
	61/8	00	00	13
	61/9	00	06	69
	61/11	00	23	53
	61/15	00	02	25
	61/16	00	15	84
	61/19	00	38	46
	61/20	00	24	45
	61/21	00	05	01
	58/1	00	21	32
	58/2	00	01	15
	18P	00	07	92
	20P	00	41	51
	19	00	00	16
	17P	00	38	23
	23	00	17	04
4) Sutarpada	14P	00	31	98
	26	00	07	51
	27	00	02	92
	29	00	07	12
5) Talasari	71/1P	00	53	70
	71/2P	00	71	04
	71/P/1/6	00	26	22
	71/P/1/9	00	39	00
	72P	00	03	88
	70	00	03	45
	67/1	00	03	42
	62/1/P	01	26	80

1	2	3	4	5
5) Talasari (Contd....)	62/2/P	00	02	40
	62/3/1/P	00	35	11
	62/P/1/5	00	36	90
	65	00	14	46
	63/P	00	01	69
	59	00	00	10
	In Bet Svy No. 57 & 56	00	24	33
	57/P	00	23	09
	56	00	43	16
	55	00	15	96
	41/(1+2+3A)/15	00	45	40
	41/(1+2+3A)/21	00	19	41
	42/1	00	06	04
	42/2	00	11	93
	42/4	00	27	46
	42/5	00	25	41
	42/6	00	04	20
	Road in Svy No. 42	00	12	26
	44/1	00	24	28
	44/2	00	00	60
	49/1/1	00	15	71
	49/1/2	00	13	23
	49/1/3	00	01	80
6) Varvada	173/4	00	07	92
	173/12	00	00	80
	173/13	00	44	21
	173/15	00	06	29
	173/16	00	02	89
	173/17	00	04	62
	58/1	00	25	06
	159	00	05	56
	55	00	06	15
	53/2	00	27	20
	196	00	05	17
	197	00	17	74
	172/2	00	38	70
	172/3	00	28	20
	172/4	00	19	80
	172/11	00	12	53

1	2	3	4	5
6) Varvada (Contd....)	45/2	00	02	04
	50/3	00	00	34
	46/2	00	20	64
	46/3	00	00	32
	47/3	00	03	76
	41/2/1	00	02	41
	41/2/5	00	01	45
	41/2/6	00	09	14
	171/7	00	52	23
	40	00	06	56
	37/1	00	29	56
	35/1	00	15	46
	164	00	03	32
	32/3A	00	28	60
	32/3B	00	05	25
	31	00	26	80
	208	00	72	32
	6/2	00	09	17
	7/5	00	07	35
	7/7	00	08	76
	60/2	00	02	24
	56/2	00	37	80
	52/1	00	09	10
	52/2	00	06	70
	171/8/4	00	37	42
	171/8/8	00	39	60
	171/8/12	00	43	54
	168/6	00	30	90
	168/8	00	37	50
	168/9	00	42	00
	168/10	00	51	87
	156/1	00	01	67
	156/2	00	01	68
7) Uplat	714	00	23	73
	507/P -203/W	00	14	91
	716	00	42	94
	717	00	01	23
	1276	00	31	07
	725	00	68	12

1	2	3	4	5
7) Uplat (Contd....)	1268	00	00	10
	726	00	48	58
	727	00	03	21
	745	00	00	48
	744	00	01	47
	749	00	39	18
	751	00	07	89
	757	00	10	53
	759	00	25	17
	756	00	01	23
	761	00	00	62
	752	00	00	10
	760	00	23	41
	770	00	00	10
	769	00	57	86
	Road in Svy. No. 772	00	02	09
	772	00	38	47
	778	00	34	71
	507	00	66	96
	780	00	28	48
	785	00	11	78
	783	00	00	10
	784	00	09	57
	792	00	24	33
	793	00	08	51
	207P	00	20	28
	507/P-W-47	01	35	34
	446	00	04	13
	448	00	09	16
	451	00	04	91
	455	00	14	23
	454	00	08	74
	410	00	37	28
	413	00	08	32
	414	00	41	09
	420	00	09	11
	213/1	00	49	28
	214	00	00	53
	220/2	01	33	06

1	2	3	4	5
7) Uplat (Contd....)	Nala In Bet Svy No 220 & 226	00	01	94
	226	00	63	58
	227	00	00	88
	229	00	13	51
	230	00	01	39
	237	00	10	93
	239	00	12	82
	235	00	08	35
	238	00	12	98
	255	00	05	72
	254/1	00	17	81
	Road In Svy No. 320	00	00	96

[F. No. L-14014/42/2004-G.P.]
S. B. MANDAL, Under Secy.

नई दिल्ली, 29 मार्च, 2005

का. आ. 1181.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधिन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 3150 तारीख 08 दिसम्बर, 2004, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मेसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड की संप्रवर्तक कंपनी मेसर्स रिलाएंस इन्डस्ट्रीज लिमिटेड के गोवा में उत्तरी/दक्षिणी अपतट में खोज ब्लाकों और आंध्रप्रदेश राज्य की संरचनाओं से महाराष्ट्र राज्य में ठाणे जिले के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 20 जनवरी, 2005 को उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के संबंध में जनता की ओर से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अननुज्ञात कर दिया गया;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात्, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में पाइपलाइन बिछाने के संबंध में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी वित्त्संगमों से मुक्त, गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड में निहित होगा।

आनुसूची

मंडल/तेहसिल/तालुक : पालघर		जिल्हा : ठाणे	राज्य : महाराष्ट्र		
गाँव का नाम	सर्वे नंबर	आर ओ मु अ जित र्वे के लि मे फल			
		हेक्टर	ए	सि ए	
1	2	3	4	5	
1) सोमटे	104	00	46	02	
	100	00	18	93	
	105	00	39	46	
	99	00	00	46	
	सर्वे नं 109 में रस्ता	00	04	85	
	87	00	23	61	
	86	00	01	34	
	69	00	18	84	
	84	00	01	04	
	75	00	03	96	
	81	00	20	18	
	80	00	13	60	
	79	00	10	15	
	47	00	00	55	
	88	00	00	68	
	48	00	23	13	
	सर्वे नं 49 में रस्ता	00	03	11	
	49/ए	00	61	51	
	50	00	07	97	
	51	00	11	25	
	53	00	13	04	
	55	00	12	94	
	136	00	39	34	
	109/5	00	62	15	
2) ब-झणपूर	298	00	45	28	
	299	00	29	58	
	सर्वे नं. 318 में रस्ता	00	04	97	
	318	00	61	58	
	सर्वे नं. 318 में कॅनाल	00	11	64	
	319	00	01	37	
	309	00	15	54	
	310	00	14	40	
	311	00	16	42	
	सर्वे नं. 268 और 270 के बीच में रस्ता	00	11	33	
	269	00	18	88	

1	2	3	4	5
2) ब-समूह (क्षेत्र)	308	00	23	78
	305	00	14	29
	सर्वे नं. 297 में एन. एच. 8	00	05	50

मंडला/तेहसिल/तालुका : डहाणू

जिल्हा : ठाणे

राज्य : महाराष्ट्र

1) तळे	57क्षे	00	49	16
	58क्षे	00	10	56
	60	00	11	63
	62	00	36	90
	68क्षे	00	40	26
	64	00	12	22
	69	00	17	41
	72	00	11	07
	70	00	00	15
	71	00	32	68
	75	00	27	52
	87	00	36	33
	93	00	33	53
	107/क्षे	00	19	62
	92	00	02	12
	90	00	15	04
	91	00	00	10
	सर्वे नं. 107/क्षे और 157क्षे के बीच में नाला	00	07	54
	सर्वे नं. 157 में रस्ता	00	03	68
	128क्षे	00	42	09
	126	00	00	74
	125/1	00	15	88
	124	00	12	30
	122	00	04	12
	129	00	20	65
	132	00	04	82
	सर्वे नं. 131 और गाव की सीमा के बीच में नाला	00	10	05
	157/1	00	12	00
	157/4	00	46	77
2) कोल्हापूर	ख न. 33 और गाव की सीमा के बीच में नाला	00	04	70
	33/1	00	34	69
	32/10	00	01	09
	32/9	00	01	84
	9	00	36	63
	8	00	00	48
	सर्वे नं. 24 में रस्ता	00	03	08

1	2	3	4	5
2) कोल्हाण (निरंतर)	24	00	30	33
	1/2	00	00	99
	55/1	00	19	79
	54	00	06	43
	22/1	00	03	08
	22/2	00	04	24
	43	00	00	97
	46/2	00	00	10
	25	00	42	79
	44पी	00	00	10
	26	00	07	14
	47	00	02	47
	45	00	19	27
	30 पी 31पी और 136 पी	00	27	44
3) घोल	132	00	20	23
	158/1	00	35	59
	144	00	43	33
	147	00	23	08
	सर्वे नं. 147 में रस्ता	00	02	24
	146	00	01	66
	सर्वे नं. 146 और 147 के बीच में कॅनाल	00	03	49
	243	01	07	29
	सर्वे नं. 243 और गाव की सीमा के बीच में नदी	00	37	19
4) भराड	सर्वे नं. 147 और गाव की सीमा के बीच में नदी	00	18	74
	147	00	13	46
	146	00	49	21
	145	00	09	96
	सर्वे नं. 140/3पी और डब्लु 6 के बीच में कॅनाल	00	04	20
	सर्वे नं. डब्लु/7/6 और 66/ए के बीच में रस्ता	00	03	43
	66/ए/पी	00	21	26
	65	00	05	70
	66/बी	00	19	58
	60/बी	00	04	16
	51	00	10	40
	49	00	00	95
	50	00	18	54
	96	00	62	58
	सर्वे नं. 96 और 98 के बीच में नाला	00	15	60
	सर्वे नं. 98 के बीच में नाला	00	01	85

1	2	3	4	5
5) कारोटी (निरंतर)	100	00	51	81
	101	00	01	17
	103	00	12	76
	103/की	00	16	66
	सर्वे नं. 103 और 113 के बीच में रस्ता	00	06	82
	113	00	10	13
	110	00	42	87
	111	00	00	39
	108/की	00	00	79
	109	00	34	65
	116/2	00	07	44
	150	00	96	13
	152/की	00	20	02
	151	00	22	35
	164/ की	00	25	01
	163	00	07	27
	162	00	00	12
	165	00	52	70
	167	00	02	81
	सर्वे नं. 165 में कॉलम	00	01	82
	सर्वे नं 166 के बीच में कॉलम	00	13	83
6) विचलवेदे	46/47	00	11	40
	38/5	00	31	50
	38/6	00	30	00
	55	00	10	00
	53/2	00	01	00
	सर्वे नं. 80 और 82/4/ए के बीच में नाला	00	04	29
	सर्वे नं. 36 में रस्ता	00	02	17
	51	00	11	00
	52	00	00	31
	27	00	06	08
	47	00	96	53
	36/1	00	03	50
	36/2	00	13	93
	37/1	00	37	14
	37/2	00	29	10
	37/3	00	00	10
	37/6	00	02	10
7) आवकानी	129 और 264	01	12	58

1	2	3	4	5
8) दहीगांव (भीरंतर)	सर्वे नं. 76 और 53 के बीच में नाला	00	03	84
	53पी	01	13	57
	39पी	00	27	80
	सर्वे नं. 26 और 39 बीच में रस्ता	00	02	41
	26/पी	00	21	53
	40	00	01	99
	25	00	04	49
	24	00	22	76
9) देवुर	सर्वे नं. 124/पी और गाव की सीमा के बीच में नाला	00	21	44
	123	00	57	89
10) घानिवरा	सर्वे नं. 395/1/4ए में नाला	00	02	82
	110	00	03	62
	112पी	00	14	43
	395/पी/डब्ल्यू/22	00	18	61
	185	00	06	42
	115	00	13	18
	395/8(नया 291)	00	16	89
	395/7(नया 290)	00	04	97
	395/6(नया 289)	00	29	19
	395/1पी/डब्ल्यू/12	00	37	82
	120	00	10	12
	121	00	19	81
	285(नया 67)	01	23	48
	122/2	00	18	11
	91	00	07	25
	89	00	04	47
	87	00	11	57
11) सिंचले	33	00	00	10
	22	00	08	37
	21	00	02	19
	98/2/6	00	76	82
	32/3	00	01	00
	32/4	00	00	50
	99/1/1	00	45	22
	99/1/3	00	26	00
	99/2	00	15	00
	99/4/1	00	07	00
	99/4/2	00	07	00
	112/2	00	08	45
	52/1/1	00	15	00

1	2	3	4	5
11) थिंयले (वीरतर)	52/1/2	00	07	12
	53/1	00	01	94
	56/1	00	09	55
	56/2	00	09	54
	110/1	00	12	40
	91/2/4की	00	12	02
	91/3	00	25	25
	सर्वे नं. 91 और गाव की सीमा के बीच में नाला	00	05	35
	25/2	00	08	72
	96/1/2	00	80	60
	105/1/4	00	02	33
	32/6	00	18	28
	32/8	00	12	76
	32/10	00	02	00
	32/14	00	00	20
	32/11	00	00	50
12) लखरद	सर्वे नं. 58 और गाव की सीमा के बीच में नाला	00	05	74
	58/1/3	00	12	00
	58/1/4	00	25	31
	58/8	00	12	05
	58/8	00	03	64
13) पुंजावे	126	00	09	78
	121	00	16	17
	122	00	00	95
	123	00	10	95
	120की	00	61	61
	118	00	10	12
	117	00	00	10
	116	00	61	00
	113	00	28	50
	114	00	29	38
	112की	00	28	40
	111की	00	34	75
	108	00	00	10
	109	00	04	50
	110	00	07	50
	1की	00	35	06
	41	00	21	00
	50	00	08	75
	51	00	06	75
	52	00	07	50

1	2	3	4	5
13) पुंजवे (नीरतर)	53	00	01	50
	54	00	05	50
	55	00	03	00
	49	00	04	12
	47	00	00	10
	46	00	00	10
	48	00	16	50
	44	00	06	25
	42	00	08	25
	सर्वे नं 2 और 41 के बीच में रस्ता	00	03	24
	2पी	00	06	37
	40	00	24	40
	34पी	00	36	80
	25	00	19	60
	24	00	00	30
	22पी	00	10	30
	17	00	01	00
	14	00	22	50
	20	00	00	40
	19	00	02	10
	21	00	02	10
	26	00	00	20
	18	00	21	00
14) पाडी	12	00	12	40
	15	00	49	00
	सर्वे नं. 15 और 8 बीच में रस्ता	00	09	30
	8	00	40	00
	16	00	21	14
	17	00	04	33
	18	00	20	79
	19	00	22	87
15) ग्रामपवाडी	44पी	00	32	32
	46	00	00	10
	45	00	22	81
	43	00	00	73
	13पी	01	60	61
	41/4	00	32	48
16) दापचरी	430	00	06	30
	7	00	03	12
	6	00	29	65

1	2	3	4	5
16) दमचरी (शिरार)	469	00	05	67
	8	00	03	60
	9	00	12	11
	13	00	06	00
	खे नं. 422 और गाव की सीमा के बीच में नदी	00	11	02
	422	02	42	00
	423	04	01	53
	424	00	54	95
	5	00	50	38

[फा. सं. एल-14014/44/2004-जी.पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 29th March, 2005

S. O. 1181.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas, S.O. 3150 dated the 08th December 2004 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of natural gas from, the exploration blocks in the Northern / Southern Offshore of Goa and Structures in Andhra Pradesh of M/s Reliance Industries Limited, the promoter company of Gas Transportation and Infrastructure Company Limited to the various consumers of District Thane in the State of Maharashtra by Gas Transportation and Infrastructure Company Limited;

And whereas the copies of the said Gazette notification were made available to the public on 20th January 2005;

And whereas objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

And whereas the Competent Authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government after considering the said report and on being satisfied that the said land is required for laying pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired, for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vests, on this date of publication of the declaration, in Gas Transportation and Infrastructure Company Limited free from all encumbrances.

Schedule

Mandal/Thesi/Taluk : Palaghar		District : Thane		State : Maharashtra	
Village	Survey No./Sub-Division No.	Area to be acquired for ROU			
		Hectare	Are	G-Are	
1	2	3	4	5	
1) Somate	104	00	46	02	
	100	00	18	93	
	105	00	39	46	
	99	00	00	46	
	Road in Svy.No.109	00	04	85	
	87	00	23	61	
	86	00	01	34	
	89	00	18	84	
	84	00	01	04	
	75	00	03	96	
	81	00	20	18	
	80	00	13	60	
	79	00	10	15	
	47	00	00	55	
	66	00	00	68	
	48	00	23	13	
	Road in Svy.No.49	00	03	11	
	49/A	00	61	51	
	50	00	07	97	
	51	00	11	25	
	53	00	13	04	
	55	00	12	94	
	136	00	39	34	
	109/5	00	62	15	
2) Brahanpur	298	00	45	28	
	299	00	29	58	
	Road in Svy. No. 318	00	04	97	
	318	00	61	58	
	Canal in Svy No.318	00	11	64	
	319	00	01	37	
	309	00	15	54	
	310	00	14	40	
	311	00	16	42	
	Road in bet. Svy. No. 268 & 270	00	11	33	
	269	00	18	88	

1	2	3	4	5
2) Brahampur (Contd....)	308	00	23	78
	305	00	14	29
	N.H. -8 in Svy. No. 297	00	05	50

Mandal/Thesi/Taluk : Dahanu

District : Thane

State : Maharashtra

1) Tave	57P	00	49	16
	58P	00	10	56
	60	00	11	63
	62	00	36	90
	68P	00	40	26
	64	00	12	22
	69	00	17	41
	72	00	11	07
	70	00	00	15
	71	00	32	68
	75	00	27	52
	87	00	36	33
	93	00	33	53
	107/P	00	19	62
	92	00	02	12
	90	00	15	04
	91	00	00	10
	Nala in bet. Svy No. 107/P & 157P	00	07	54
	Road in bet. Svy No. 157	00	03	68
	128P	00	42	09
	126	00	00	74
	125/1	00	15	88
	124	00	12	30
	122	00	04	12
	129	00	20	65
	132	00	04	82
	Nala in bet Svy No. 131 & V. B.	00	10	05
	157/1	00	12	00
	157/4	00	46	77

2) Kolhan

Nala in bet. V.B. & Svy. No. 33	00	04	70
33/1	00	34	69
32/10	00	01	09
32/9	00	01	84
9	00	36	63
8	00	00	48
Road in Svy. No. 24	00	03	08

1	2	3	4	5
2) Kolhan (Contd....)	24	00	30	33
	1/2	00	00	99
	55/1	00	19	79
	54	00	06	43
	22/1	00	03	08
	22/2	00	04	24
	43	00	00	97
	46/2	00	00	10
	25	00	42	79
	44P	00	00	10
	26	00	07	14
	47	00	02	47
	45	00	19	27
	30 P, 31 P & 136 P (Old)	00	27	44
3) Ghol	132	00	20	23
	158/1	00	35	59
	144	00	43	33
	147	00	23	08
	Road in Svy No. 147	00	02	24
	146	00	01	66
	Canal in bet. Svy No. 146 & 147	00	03	49
	243	01	07	29
	River in bet. Svy No. 243 & VB	00	37	19
4) Bharad	River in bet. V.B. & Svy. No. 147	00	18	74
	147	00	13	46
	146	00	49	21
	145	00	09	96
	Canal in bet Svy. No. 140/P/3 & W/6	00	04	20
	Road in bet. Svy. No. W/7/6 & 66/A	00	03	43
	66/A/P	00	21	26
	65	00	05	70
	66/B	00	19	58
	60/B	00	04	16
	51	00	10	40
	49	00	00	95
	50	00	18	54
	96	00	62	58
	Nala in bet. Svy. No. 96 & 98	00	15	60
	Nala in Svy. No. 98.	00	01	85

1	2	3	4	5
5) Charoti	100	00	51	81
	101	00	01	17
	103	00	12	76
	103/P	00	16	66
	Road in bet. Svy. No. 103 & 113	00	06	82
	113	00	10	13
	110	00	42	87
	111	00	00	39
	108P	00	00	79
	109	00	34	65
	116/2	00	07	44
	150	00	96	13
	152P	00	20	02
	151	00	22	35
	164/P	00	25	01
	163	00	07	27
	162	00	00	12
	165	00	52	70
	167	00	02	81
	Canal in Svy No.165	00	01	82
	Canal In Svy No 166	00	13	83
6) Vivalvedhe	46/47	00	11	40
	38/5	00	31	50
	38/6	00	30	00
	55	00	10	00
	53/2	00	01	00
	Nala in bet. Svy. No. 80 & 82/4/A	00	04	29
	Road in Svy. No. 36	00	02	17
	51	00	11	00
	52	00	00	31
	27	00	06	08
	47	00	96	53
	36/1	00	03	50
	36/2	00	13	93
	37/1	00	37	14
	37/2	00	29	10
	37/3	00	00	10
	37/6	00	02	10

1	2	3	4	5
7) Avadhani (Contd....)	129 & 264	01	12	58
8) Dahigaon	Nala in bet Svy. No. 76 & 53	00	03	84
	53P	01	13	57
	39P	00	27	80
	Road in bet syv No. 26 & 39	00	02	41
	26/P	00	21	53
	40	00	01	99
	25	00	04	49
	24	00	22	76
9) Devur	Nala in bet. Svy No 124/P & V.B.	00	21	44
	123	00	57	89
10) Dhanivari	Nala in Svy. No. 395/1/4A	00	02	82
	110	00	03	62
	112P	00	14	43
	395/P/W/22	00	18	61
	185	00	06	42
	115	00	13	18
	395/8 (New 291)	00	16	89
	395/7 (New 290)	00	04	97
	395/6 (New 289)	00	29	19
	395/1P/W/12	00	37	82
	120	00	10	12
	121	00	19	81
	285 (New 67)	01	23	48
	122/2	00	18	11
	91	00	07	25
	89	00	04	47
	87	00	11	57
11) Chinchale	33	00	00	10
	22	00	08	37
	21	00	02	19
	98/2/6	00	76	82
	32/3	00	01	00
	32/4	00	00	50
	99/1/1	00	45	22
	99/1/3	00	26	00
	99/2	00	15	00
	99/4/1	00	07	00

1	2	3	4	5
11) Chinchale (Contd....)	99/4/2	00	07	00
	112/2	00	08	45
	52/1/1	00	15	00
	52/1/2	00	07	12
	53/1	00	01	94
	56/1	00	09	55
	56/2	00	09	54
	110/1	00	12	40
	91/2/4P	00	12	02
	91/3	00	25	25
	Nala in bet Svy No. 91 & V.B.	00	05	35
	25/2	00	06	72
	96/1/2	00	60	60
	105/1/4	00	02	33
	32/8	00	18	28
	32/8	00	12	76
	32/10	00	02	00
	32/14	00	00	20
	32/11	00	00	50
12) Saswand	Nala in bet. V.B & Svy No. 58	00	05	74
	58/1/3	00	12	00
	58/1/4	00	25	31
	58/6	00	12	05
	58/8	00	03	64
13) Punjave	126	00	09	78
	121	00	16	17
	122	00	00	95
	123	00	10	95
	120P	00	61	61
	118	00	10	12
	117	00	00	10
	116	00	61	00
	113	00	28	50
	114	00	29	38
	112P	00	28	40
	111P	00	34	75
	108	00	00	10
	109	00	04	50
	110	00	07	50
	1P	00	35	06

1	2	3	4	5
13) Punjave (Contd....)	41	00	21	00
	50	00	08	75
	51	00	06	75
	52	00	07	50
	53	00	01	50
	54	00	05	50
	55	00	03	00
	49	00	04	12
	47	00	00	10
	46	00	00	10
	48	00	16	50
	44	00	06	25
	42	00	08	25
	Road in bet. Svy. No. 2 & 41	00	03	24
	2P	00	06	37
	40	00	24	40
	34P	00	36	80
	25	00	19	60
	24	00	00	30
	22P	00	10	30
	17	00	01	00
	14	00	22	50
	20	00	00	40
	19	00	02	10
	21	00	02	10
	26	00	00	20
	18	00	21	00
14) Pardi	12	00	12	40
	15	00	49	00
	Road in bet. Svy. No. 15 & 8	00	09	30
	8	00	40	00
	16	00	21	14
	17	00	04	33
	18	00	20	79
	19	00	22	87
15) Bramhanawadi	44P	00	32	32
	46	00	00	10
	45	00	22	81
	43	00	00	73
	13P	01	60	61

1	2	3	4	5
15) Bramhanawadi (Contd....)	41/4	00	32	48
16) Dapchari	430	00	08	30
	7	00	03	12
	6	00	29	65
	469	00	05	67
	8	00	03	60
	9	00	12	11
	13	00	06	00
	River in bet. Svy. No. 422 & V.B.	00	11	02
	422	02	42	00
	423	04	01	53
	424	00	54	95
	5	00	50	38

[F. No. L-14014/44/2004-G.P.]

S. B. MANDAL, Under Secy.

नई दिल्ली, 29 मार्च, 2005

का. आ. 1182.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधिन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2790 तारीख 28 अक्टूबर, 2004, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मेसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड की संप्रवर्तक कंपनी मेसर्स रिलाएंस इन्डस्ट्रीज लिमिटेड के गोवा में उत्तरी/दक्षिणी अपतट में खोज ब्लाकों और आंध्रप्रदेश राज्य की संरचनाओं से महाराष्ट्र राज्य में सोलापूर और उस्मानाबाद जिले के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मेसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 01 दिसंबर, 2004 को उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के संबंध में जनता की ओर से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अननुज्ञात कर दिया गया;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात्, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है की उक्त भूमि में पाइपलाइन बिछाने के संबंध में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी वित्तीयों से मुक्त, गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड में निहित होगा।

अनुसूची				
मंडल/ तहसील/तालुक प्रिलिंगा	जिल्हा : लातूर	राज्य : महाराष्ट्र		
गांव का नाम	सर्वे नंबर	आर ओ पू अजिती कराने के लिए क्षेत्रफल		
		हेक्टर	ए	सि ए
1	2	3	4	5
1) नारीवाडी	137	00	00	40
	138	00	62	20
	135	00	61	80
	134	00	12	80
	69/1	00	23	00
	69/2	00	32	80
	69/3	00	13	10
	110	00	27	30
	111	00	34	40
	113	01	30	60
	नाला गट नंबर 113 में	00	04	00
	9	00	07	50
	10	01	17	40
	14	00	00	90
	15	00	46	40
	16/3	00	43	30
	17/1/अ	01	49	90
2) नारी	64/2/अ	00	40	20
	64/2/ब	00	35	00
	राम नदी गट नंबर 64/2 में	00	06	40
	63	00	13	70
	61	00	14	20
	60	00	24	70
	58/1	00	24	50
	58/2	00	22	40
	32	00	31	30
	41	00	38	90
	गाडी रस्ता गट नंबर 41 और 38 के बीच	00	07	10
	नाला गट नंबर 38 में	00	05	30
	38	00	31	10
	40	00	66	90
	43	00	23	90
	गाडी रस्ता गट नंबर 40 और 427 के बीच	00	05	60
	427/1	00	27	70
	427/2	00	19	00
	428/1	00	21	80
	428/2	00	08	40
	430	00	33	70

1	2	3	4	5
करी (निराल)	426	00	22	70
	425/1	00	16	10
	424	00	12	60
	423	01	83	10
	371/1	00	16	34
	371/2	00	16	33
	371/3	00	16	33
	376	00	29	00
	375	00	50	90
	सड़क गट नंबर 375 और 371 के बीच	00	07	70
	374	00	07	10
	380	00	58	80
	नाला गट नंबर 377 /4 में	00	02	70
	377/4	00	05	10
	381	00	11	00
	385	00	65	90
	386	00	32	70
	387	00	18	20
	388/1	00	12	40
	388/2	00	02	20
	391	00	27	50
	392	00	24	40
	393	00	01	60
3) गोरमाळे	272	00	24	60
	273	00	35	40
	270	00	01	30
	274	00	38	30
	275	00	87	30
	280	00	44	00
	281	00	05	90
	नाला गट नंबर 281 में	00	03	60
	287/2	00	92	60
	287/1	00	20	30
	288/1	00	33	90
	288/2	00	00	10
	289	00	24	40
	नाला गट नंबर 289 में	00	04	80
	गाड़ी रस्ता गट नंबर 289 और 354 के बीच	00	02	30
	354/1	00	49	40
	354/12	00	03	50
	355	00	45	20
	360	00	40	10

1	2	3	4	5
गोरमाळे (निरंतर)	361/2	00	36	50
	363	00	27	30
	370	00	12	30
	सडक गट नंबर 370 और 371 के बीच	00	05	90
	371/1	00	07	44
	371/2	00	07	43
	371/3	00	07	43
	372	00	16	30
	नाला गट नंबर 372 में	00	15	10
	373	00	12	10
	374	00	15	70
	375/2	00	21	60
	375/1	00	20	20
	376	00	26	70
	377	00	18	00
	379	00	20	40
	380	00	22	10
	383	00	48	00
	नाला गट नंबर 387 में	00	01	90
	387	00	53	40
	389	00	11	30
	390	00	14	60
	391	00	13	90
	392	00	17	30
	393	00	26	70
	394	00	33	40
	395	00	13	80
	396	00	10	90
	398	00	59	60
	402	00	03	60
	399	00	03	50
	सडक गट नंबर 399 में	00	03	90
	401	00	11	10
	400	00	19	70
	गाडी रस्ता गाव सीमा गोरमाळे पर	00	02	00
4) येळंब	22	00	02	80
	33	00	36	60
	32	00	35	60
	31	00	03	10
	नाला गट नंबर 31 और 188 के बीच	00	06	90
	187	00	03	00
	188	00	06	60

1	2	3	4	5
येकब (निरंतर)	190	00	10	30
	191	00	12	50
	192	00	08	60
	193	00	05	30
	194	00	10	50
	195	00	09	50
	196/2	00	25	90
	197	00	27	80
	198	00	46	70
	सडक गट नंबर 199 और 200 के बीच	00	07	70
	200	00	48	70
	201/1	00	28	65
	201/2	00	28	65
	कालवा गट नंबर 201 में	00	02	80
	202	00	30	10
	176	00	65	80
	177	00	00	50
	178	00	01	60
	निलकंठ नदी गट नंबर 176 और 174 के बीच	00	14	80
	174	00	21	40
	171	00	09	20
	नाला गट नंबर 172 में	00	10	20
	172	00	19	60
	107	00	13	00
	108	01	06	50
5) खालगांव	सडक गट नंबर 92 में	00	06	60
	92	00	29	50
	93	00	27	70
	निलकंठ नदी गट नंबर 93 और 44 के बीच	00	23	30
	44	00	69	80
	43	00	84	50
	नाला गट नंबर 44 में	00	04	30
	सडक गट नंबर 44 में	00	01	30
	42	00	14	70
	41	00	06	90
	40	00	03	50
	39	00	06	70
	38	00	03	50
	37	00	13	90
	36	00	11	60
	34	00	15	80

1	2	3	4	5
खामगांव (निरंतर)	33	00	28	20
	32	00	10	10
	31/2	00	03	10
	31/1	00	03	60
	28	00	40	40
	27	00	44	50
	26	00	32	80
	25	00	57	30
	सड़क गट नंबर 25 और 527 के बीच	00	12	80
	527/1	00	01	80
	527/2	00	48	80
	527/3	00	17	10
	524	00	15	60
	523	00	23	80
	522	00	49	00
	521	00	23	20
	460	00	00	90
	459	00	79	80
	456	00	28	50
	458	00	05	10
	457	00	39	00
	455	00	11	00
	गाड़ी रस्ता गट नंबर 455 में	00	06	00
6) धोत्रे	241	00	03	80
	242	00	12	90
	243	00	09	00
	244	00	14	20
	245	00	07	30
	246	00	11	70
	256	00	11	90
	257	00	15	20
	258	00	14	90
	259	00	27	80
	272	00	00	30
	274/1	00	29	50
	273	00	31	70
	286	00	06	20
	293	00	15	60
	294	00	01	60
	295	00	04	60
	296	00	09	00
	297	00	13	20

1	2	3	4	5
धोत्रे (निरंतर)	300/2	00	30	50
	नाला गट नंबर 300/2 में	00	02	50
	303	00	11	40
	302	00	12	40
	301	00	14	10
	306	00	68	30
	316	00	01	00
	317	00	12	40
	गाड़ी रस्ता गट नंबर 317 में	00	01	40
7) अरणगांव	143/1	00	08	80
	142/1	00	43	40
	141	00	15	20
	142/2	00	00	40
	सडक गट नंबर 141 और 142 के बीच	00	06	80
	140	00	28	10
	139	00	23	00
	137	00	14	90
	135	00	14	40
	131/1	01	59	20
	सडक गट नंबर 131 में	00	03	30
	130	00	29	10
	नाला गट नंबर 130 में	00	04	50
	129	00	05	70
	78	00	34	10
	नाला गट नंबर 78 में	00	03	10
	76	00	12	70
	75/1	00	20	30
	74/1	00	23	30
	73	00	11	50
	72	00	41	10
	71	00	13	40
	70/1	00	89	70
	170	00	05	00
	गाड़ी रस्ता गट नंबर 70 में	00	01	20
	रेल्वे गट नंबर 70 और 83 के बीच	00	08	10
	83/1/1	00	54	30
8) जामगांव	177	00	40	20
	178	00	17	20
	179/3	00	62	20
	182	00	25	10
	183/1	00	34	00

1	2	3	4	5
जामगांव (निरंतर)	185	00	31	80
	186/1	00	36	50
	188/2	00	16	50
	188/1	00	55	00
	189	00	60	00
	राज्य महामार्ग-158 गट नंबर 189 और 150 के बीच	00	10	30
	150	01	30	60
	सड़क गट नंबर 150 में	00	05	10
	नाला गट नंबर 150 और 130 के बीच	00	04	90
	131	00	19	40
	130	00	33	00
	129	00	73	50
	128	00	05	70
	119	00	75	10
	नाला गट नंबर 119 में	00	03	70
	120	00	84	10
	95	00	18	70
	121/1	00	00	20
	94/1/अ	00	14	30
	93	00	13	40
	92/1	00	12	30
9) धोयरे	51/1	00	37	30
	51/2	00	26	10
	53/1	00	26	40
	53/2	00	20	00
	55/2	00	00	60
	78	00	38	50
	77/2	00	26	60
	77/1	00	34	10
	75/1	00	00	14
	75/2	00	00	13
	75/3	00	00	13
	81/2	00	32	00
	81/3	00	44	50
	गाड़ी रस्ता गट नंबर 82 में	00	00	40
	68	00	00	10
	81/5	00	27	80
	नाला गट नंबर 81 में	00	01	80
	81/4	00	06	50
	नाला गट नंबर 81 में	00	03	80
	81/1/2	00	37	00

1	2	3	4	5
भोयरे (निरंतर)	83/4	00	17	40
	85	00	04	00
	सड़क गट नंबर 85 और 86 के बीच	00	06	00
	86/1	00	89	70
10) गाताचीवाडी	51/1	00	04	30
	50/2	00	59	10
	50/1	00	03	60
	49/1	00	04	30
	49/2	00	23	60
	47/2	00	12	50
	47/1	00	23	90
	गाडी रस्ता गट नंबर 46 और 47 के बीच	00	03	00
	46	00	33	10
	42	00	26	10
	41	00	12	40
	40/1	00	00	10
	40/2	00	24	70
	39	00	21	40
	36	00	52	80
	26	00	51	80
	24	00	29	00
	22	00	26	60
	गाडी रस्ता गट नंबर 21 में	00	01	60
	21	00	36	20
	20	00	21	60
	19/1	00	06	50
	19/2	00	01	00
11) ताठसीदणे	146	00	10	70
	147	00	12	90
	153	00	19	10
	154	00	21	60
	155	00	18	70
	157	00	09	50
	158	00	09	50
	162/1	00	10	90
	162/2	00	10	60
	162/3	00	00	10
	163/फ	00	21	30
	164/1	00	05	15
	164/2	00	05	15
	सड़क गट नंबर 165 और 164 के बीच	00	06	10

1	2	3	4	5
ताडसोदणे (निरंतर)	165	00	10	00
	166/1	00	27	20
	167/2	00	06	60
	167/1	00	05	50
	171/1	00	06	50
	171/2	00	06	50
	172/1	00	12	30
	177	00	05	60
	178/1	00	06	90
	180	00	06	30
	181	00	06	20
	182/1	00	19	80
	183	00	20	40
	184/अ/1	00	11	60
	184/ब/1	00	12	90
	184/अ/2	00	31	20
	184/ब/2	00	00	20
	गाडी रस्ता गट नंबर 184 के	00	02	00
12) शेळगाव (कळे)	73/1	00	39	10
	72/1/1	00	20	80
	72/2/ब	00	17	50
	76	00	12	50
	77	00	13	30
	86	00	03	20
	85	00	15	40
	90	00	19	90
	91	00	07	60
	92	00	03	70
	93	00	03	00
	96	00	05	90
	120	00	08	40
	125/1	00	05	20
	125/2	00	02	40
	124	00	07	90
	123	00	14	70
	131	00	23	80
	122	00	32	20
	121/1	00	02	60
	121/2	00	02	60
	सडक गट नंबर 122 और 142 के बीच	00	04	50
	142/1	00	18	00
	142/2	00	19	30

1	2	3	4	5
शेखगांव (ब्लॉक) (निरंतर)	143	00	11	90
	145/1	00	04	40
	146	00	16	10
	नाला गट नंबर 146 और 148 के बीच	00	03	50
	148/1	00	25	60
	148/2	00	05	20
	149/1	00	22	60
	149/2	00	21	40
	149/3	00	12	70
	165/1	00	29	20
	165/2	00	24	90
	176	00	09	60
	177	00	04	10
	178/2+3+4	00	22	10
	178/1	00	18	70
	179	00	13	20
	180	00	13	70
	188	00	09	30
	187	00	14	60
	सड़क गट नंबर 187 और 182 के बीच	00	13	10
	182	00	14	20
	186	01	07	70
	183	00	35	10

13) देवगांव	310	00	10	20
	नाला गट नंबर 310 में	00	05	50
	311	00	62	50
	312	00	48	30
	313	00	01	30
	314	00	20	80
	318	00	19	30
	317	00	55	80
	316	00	03	20
	321	00	22	60
	322	00	12	80
	323	00	28	20
	327	00	14	20
	331	00	05	80
	288/2	00	00	20
	गाड़ी रस्ता गट नंबर 331 और 288/2 के बीच	00	02	90
	287/1	00	17	40
	282/1	00	37	10
	282/2	00	04	10

1	2	3	4	5
देवगांव (निरंतर)	281/1	00	15	50
	280	00	10	80
	279	00	05	40
	278	00	10	00
	277	00	07	90
	276	00	21	40
	275	00	10	20
	274	00	10	70
	273	00	07	40
	272	00	12	50
	271	00	18	60
	265	00	09	30
	264	00	09	10
	263	00	08	00
	262	00	07	10
	261	00	04	70
	259	00	07	40
	258	00	06	60
	257	00	05	00
	256	00	06	40
	250	00	11	20
	249	00	11	60
	248	00	04	90
	247	00	05	50
	246/1	00	06	10
	246/2	00	06	10
	241	00	08	80
	240	00	08	30
	239	00	07	50
	236	00	10	80
	235	00	11	40
	234/4	00	20	70
	234/3	00	14	50
	233	00	09	70
	232	00	11	10
	230	00	10	70
	228	00	11	10
	227	00	21	10
	217	00	08	60
	218	00	08	30
	213/5	00	19	40
	206	00	11	00
	गाडी रस्ता गट नंबर 206 में	00	02	20

1	2	3	4	5
देवगांव (निरंतर)	208	00	15	20
	209	00	13	60
	167	00	14	30
	168	00	76	20
	156/1	00	72	20
	156/2	00	72	20
नदी (नाली) गट नंबर 156 और 131 के बीच		00	12	00
	136/2	00	04	00
	139	00	48	00
	138	00	55	80
सड़क गट नंबर 138 और 141 के बीच		00	06	70
	141	00	34	20
	140	00	00	40
	137	01	39	20

मंडल/ तहसील/तालुक : परांडा	जिल्हा : उस्मानाबाद	राज्य : महाराष्ट्र
1) सिरसाव	सड़क गांव देवगांव और सिरसाव के बीच	00 07 90
	396	00 55 40
	395	00 00 50
	नदी चांदनी गट नंबर 396 और 415 के बीच	00 23 40
	415	00 53 70
	414	00 37 00
	413	00 33 60
	417	00 19 60
	420	00 36 20
	नाला गट नंबर 421 में	00 01 70
	421	00 04 90
	422	00 07 50
	428	00 17 90
	429	00 08 30
	430	00 11 50
	433	00 19 90
	435	00 34 30
	446	00 05 00
	448	00 01 10
	गाडी रस्ता गट नंबर 446 और 444 के बीच	00 04 10
	444	00 08 70
	445	00 22 90
	461	00 19 40
	460	00 31 30
	459	00 18 90
	458	00 09 70
	457	00 21 20

1	2	3	4	5
सिरसाव (निरंतर)	441	00	02	30
	नाला गट नंबर 441 और 457 के बीच	00	01	90
	नाला गट नंबर 439 में	00	00	40
	439	00	09	30
	गाड़ी रस्ता गट नंबर 340 में	00	05	90
	340	00	79	70
	342	00	14	80
	341	00	18	70
	322	00	30	30
	323	00	25	20
	319	00	14	90
	318	00	11	00
	317	00	37	40
	310	00	24	90
	309	00	24	30
	302	00	25	00
	194	01	27	50
	नाला गट नंबर 194 और 142 के बीच	00	02	90
	142	00	88	70
	143	00	24	10
	144	00	09	10
	94	00	31	20
	148	00	68	80
	146	00	15	30
	147	00	10	00
	149	00	05	40
	सड़क गट नंबर 148 में	00	05	80
	150	00	42	80
2) जवला	92	00	09	40
	93	00	37	90
	94	00	18	60
	95	00	18	60
	96	00	13	60
	97	00	17	40
	123	00	20	10
	121	00	15	90
	120	00	06	80
	117	00	19	60
	116	00	75	00
	114	00	24	10
	112	00	94	60
	गाड़ी रस्ता गट नंबर 112 और 259 के बीच	00	04	50

1	2	3	4	5
जबळी (निरंतर)	259	00	40	90
	260	00	50	00
	263	00	00	50
	261	00	89	00
	नाला गट नंबर 261 में	00	28	00
	415	00	97	70
	416	00	00	60
	गांव सड़क गट नंबर 415 और 460 के बीच	00	04	50
	460	00	61	60
	461	00	43	60
	462	00	19	80
	463	00	00	40
	477	00	12	70
	478	00	43	60
	486	00	24	20
	487	00	14	80
	484	00	16	30
	490	00	39	50
	गाडी रस्ता गट नंबर 490 और 491 के बीच	00	01	10
	491	00	44	70
	492	00	24	40
	494	00	69	30
	496	00	41	80
	497	00	41	70
	498	00	48	60
	499	00	24	50
	638	00	15	70
3) धारगाव	336	00	34	10
	334	00	28	70
	333	00	17	80
	332	00	11	10
	330	00	05	30
	331	00	17	90
	329	00	74	50
	296	00	01	30
	सड़क गाव सीमा पर	00	06	70
4) राजुरीचीवाडी	6	00	68	80
	7	00	67	90
	9/ब	00	83	80
	10/ब	00	86	60

1	2	3	4	5
5) राजुरी	202	00	03	90
	203	00	02	30
	204	00	18	70
	205	00	20	20
	206	00	17	70
	207	00	17	90
	190	00	65	80
	189	00	24	30
	188	00	09	10
	187	00	07	90
	186	00	09	70
	185	00	11	90
	184	00	11	30
	173	00	16	90
	172	00	05	60
	170	00	04	90
	169	00	01	60
	168	00	00	40
	174	00	05	30
	171	00	15	70
	160	00	54	80
	156	00	20	50
	154	00	08	70
	152	00	06	20
	149	00	08	20
	148	00	16	00
	130	00	61	70
	नाला गट नंबर 130 में	00	12	80
	141	00	00	20
	128	00	25	20
	126/1	00	22	20
	103	00	23	80
	102	00	21	50
	101	00	04	80
	100	00	05	80
	99	00	07	20
	98	00	05	50
	97	00	09	70
	95	00	10	50
	94	00	13	10
	93	00	07	80
	92	00	05	40
	91	00	20	90

1	2	3	4	5
राजपुरी (निरंतर)	90	00	14	50
	सड़क गट नंबर 89 में	00	05	10
	89	00	32	10
	45	00	37	00
	44	00	14	70
	43	00	18	30
	41	00	05	40
	40	00	05	30
	39	00	06	80
	38	00	04	30
	37	00	04	50
	35	00	03	50
	34	00	07	10
	33	00	05	60
	32	00	16	20
	उल्हा नदी गांव सीमा पर गट नंबर 32 के पास	00	12	60
6) अंदोरी	31/अ	00	32	30
	28	00	45	30
	28/इ	01	03	90
	28/ख	00	02	70
	28/क	00	03	00
	गाड़ी रस्ता गट नंबर 29 में	00	00	70
	29/1	01	80	20
	गांव सड़क गट नंबर 29 और 25 के बीच	00	04	50
	23	00	04	40
	25	00	63	20
	25/ख	00	11	30
	25/क	00	30	90
	कालवा गट नंबर 25 में	00	04	10
7) पांचपिपळे	61/2	00	06	80
	61/1	00	40	00
	62/2	00	20	50
	62/1	00	17	30
	62/3	00	06	40
	62/4	00	27	60
	62/5	00	32	80
	नदी गट नंबर 62 और 49 के बीच	00	29	30
	49/2	00	58	30
	49/6	00	50	30
	49/7	00	14	60
	49/12	00	75	70

1	2	3	4	5
पांचपिपळे (निरंतर)	49/13	00	05	60
	68	00	07	50
	69	00	36	30
	73/1	00	04	00
	सडक गट नंबर 74 और 124 के बीच	00	05	30
	124/1	00	42	90
	124/2	00	46	50
	कालवा गट नंबर 124/5 में	00	07	70
	124/5	00	15	70
	124/4	00	22	30
	122/1	00	10	00
	122/2	00	07	70
	122/3	00	03	60
	122/4	00	03	30
	112/2	00	05	80
	सडक गट नंबर 112 और 128 के बीच	00	24	50
	128	00	49	60
	नाला गट नंबर 129 में	00	02	00
	129/1	00	00	30
	129/2	00	17	80
	130/2	00	23	90
	130/1	00	27	80
	131	00	45	60
	132	00	58	20
	179	01	14	00
	178/2	00	11	10
	178/1	00	41	00
	सडक गट नंबर 178 और 183 के बीच	00	10	30
	183/1	00	46	20
	183/2	00	65	00
	190/1	00	05	67
	190/2	00	05	66
	190/3	00	05	66
	185	01	45	50
	186	00	13	50
	गाडी रस्ता गट नंबर 186 में	00	01	20
8) कंदारी	451	00	00	90
	450	00	50	10
	453	00	02	30
	454	01	03	30
	457	00	36	40
	447	00	19	60

1	2	3	4	5
कंदारी (निरंतर)	सड़क ग.न. 460 और 447 के बीच	00	06	70
	460	00	54	40
	462	00	52	20
	468	00	39	80
	469	00	25	50
	473	00	18	80
	475	00	28	40
	कालवा गट नंबर 476 में	00	10	90
	489	00	32	70
	488	00	15	50
	487	00	09	20
	486	00	15	90
	498	00	12	10
	499	00	11	80
	500	00	11	10
	गाड़ी रस्ता गट नंबर 499 और 518 के बीच	00	06	50
	518	00	54	80
	519	00	50	60
	593	00	78	60
	नाला गट नंबर 593 में	00	06	10
	592	00	00	20
	590	00	82	90
	602	00	31	60
	613	00	23	00
	612	00	70	80
	611	00	65	40
	625	00	11	10
	626	00	24	50
	610	00	74	60
	नाला गट नंबर 610 और 627 के बीच	00	04	90
	सड़क गट नंबर 610 और 627 के बीच	00	06	10
	627	00	52	80
	630	00	16	00
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9) सेनारी	80	00	76	50
	77	00	43	90
	कालवा गट नंबर 77 में	00	12	80
	76	00	33	50
	75	00	72	80
	74	00	68	70
	गाड़ी रस्ता गट नंबर 74 और 60 के बीच	00	01	00
	60/ड	00	42	40
	71	00	37	10

1	2	3	4	5
सेनाली (निरस्त)	70	00	11	10
	राज्य महामार्ग 161 गट नंबर 70 और 89 में	00	07	50
	69	00	11	80
	कालवा गट नंबर 69 में	00	11	80
	67	00	32	20
	63	00	13	10
	62	00	29	80
	नाला गट नंबर 62 और 60 में	00	07	50
	60/अ	00	00	90
	60/क	00	57	10
	गाडी रस्ता गट नंबर 60 में	00	01	50
	60/ब	00	70	70
	गाडी रस्ता गट नंबर 60 में	00	02	90
	39	01	06	70
	लघु कालवा गट नंबर 39 में	00	10	70
	40	00	87	70
10) कौडगांव	21	00	41	80
	20/1/अ	00	23	70
	20/1/ब	00	08	30
	20/2/क	00	08	50
	20/1/क	00	15	00
	19	01	43	10
	गाडी रस्ता गट नंबर 19 में	00	03	30
	16	00	22	80
	15	00	68	90
	गाडी रस्ता गट नंबर 15 में	00	03	40
	10	00	87	70
	11	01	77	10
	नाला गट नंबर 11 में	00	02	20
	नाला गट नंबर 11 में	00	06	20
	8/1/अ	00	04	70
	6	01	15	90
	सडक गट नंबर 6 में	00	04	30
11) राजा	232	00	67	70
	231	00	40	00
	230	01	10	70
	229	00	16	70
	275	00	21	80
	276	00	48	90
	277	01	34	40
	210	00	66	00

1	2	3	4	5
बौजा (निरंतर)	209	00	61	80
	208	00	38	80
	186	00	68	80
	गाडी नदी गट नंबर 189 और 208 के बीच	00	07	10
	207	00	11	10
	189	00	47	30
	185	00	39	40
	गाडी रस्ता गट नंबर 185 में	00	02	00
	188	00	46	50
	गाडी रस्ता गट नंबर 186 और 428 के बीच	00	02	80
	428	00	14	80
	429	00	55	30
	गाडी रस्ता गट नंबर 429 में	00	02	80
	436	01	50	80
	नाला गट नंबर 436 में	00	02	40
	खेरी नदी गट नंबर 436 और 484 के बीच	00	13	70
	484/1	00	83	70
	484/2	00	43	60
	484/3	00	87	40
	485	00	47	40
	गाडी रस्ता गट नंबर 485 में	00	00	80
	551	00	28	10
	550	00	29	80
	562	00	59	00
	563	00	58	00
	561	00	87	20
	गाडी रस्ता गट नंबर 560 में	00	01	80
	560	09	50	80
	561	00	54	80
	562	00	11	50
	563	00	13	20
	564	00	15	50
	565	00	07	30
	566	00	07	80
	567	00	14	80
	568	00	07	30
	569	00	05	90
	590	00	04	30
	601	00	12	20
	592	00	03	80
	593	00	63	30
	594	00	08	00
	595	00	44	10

1	2	3	4	5
डोंजा (निरंतर)	नाला गट नंबर 595 में	00	01	60
	596	00	03	40
	598	00	05	90
	599	00	04	50
	600	00	03	70
	602	00	05	10
	608	00	48	50
	नाला गट नंबर 608 और 606 के बीच	00	06	20
	606	00	10	10
	सडक गट नंबर 606 और 614 के बीच	00	15	70
	614	00	07	30
	620	00	13	30
	621	00	20	90
	622	00	15	30
	623	00	12	40
	628	00	13	20
	629	00	07	90
	630	00	10	30
	633	00	31	00
	634	00	06	50
	635	00	06	90
	636	00	04	70
	637	00	07	80
	638	00	06	50
	639	00	05	20
	640	00	03	00
	641	00	03	00
	642	00	04	00
	643	00	04	00
	644	00	08	00
	655	00	70	00
	656	00	36	00
	708	00	77	10
	गाडी रस्ता गट नंबर 708 में	00	08	00
	707	00	01	00
	706	00	38	40
	712	00	44	80
	713	00	52	30
	714	00	21	30
	715	00	22	90
	716	00	22	00
	717	00	22	00
	718	00	23	80

1	2	3	4	5
12) आलेख	273	00	89	30
	नाला गट नंबर 272 में	00	01	80
	272	00	26	00
	109	00	71	40
	281	00	11	60
	280	00	45	00
	279	00	14	20
	278	00	04	10
	320	00	29	00
	270	00	12	60
	नाला गट नंबर 321 में	00	02	30
	321	00	40	50
	325	00	22	20
	237	00	03	30
	223	00	08	70
	222	00	09	60
	220	00	18	30
	218	00	18	10
	सड़क गट नंबर 218 और 1 के बीच	00	04	80
	1	00	15	80
	2	00	16	30
	3	00	16	40
	4	00	04	30
	5	00	03	60
	6	00	08	40
	9	00	09	70
	10	00	10	50
	25	00	11	50
	26	00	08	70
	29	00	10	60
	33	00	12	00
	34	00	03	70
	सड़क गट नंबर 34 और 35 के बीच	00	05	70
	32	00	00	50
	35	00	11	70
	36	00	15	20
	40	00	01	10
	39	00	42	90
	38	00	08	00
	सीना नदी गट नंबर 39 और 38 के पास	00	26	70
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मंडल/ तहसील/तालुक :करमाळा		जिल्हा : सोलापूर		राज्य : महाराष्ट्र
1) करंजे	36/1	00	50	40

1	2	3	4	5
	36/2	00	37	90
	37/1	00	14	60
	35/1	00	09	07
	35/2	00	09	06
	35/3	00	09	06
	34/1	00	38	70
	33/1	00	27	20
	33/2	00	23	10
	33/3	00	02	00
	33/4	00	05	30
	33/5	00	30	80
	30/1	00	12	60
	सड़क गट नंबर 33 और 31 के बीच	00	14	70
	31	00	26	40
	27	00	61	20
	26	00	53	40
	17	00	28	30
	16	00	20	40
	गाड़ी रस्ता गट नंबर 16 में	00	04	00
	14/1	00	13	50
	13	00	43	40
	10	00	34	90
	8	00	22	40
	2/1	00	06	81
	2/2/अ	00	06	81
	2/2/क	00	06	81
	2/3/क	00	06	81
	2/4	00	06	81
	2/5/1	00	06	81
	2/6	00	06	81
	2/7	00	06	81
	2/8	00	06	81
	2/9	00	06	81
	गाड़ी रस्ता गट नंबर 2 में	00	02	40
	220	00	43	20
	219	00	27	80
	218/1	00	02	48
	218/2	00	02	47
	218/3	00	02	47
	218/4	00	02	47
	218/5	00	02	47
	218/6	00	02	47
	218/7	00	02	47

1	2	3	4	5
करजे (निरतर)	201/2	00	11	00
	201/3	00	02	50
	201/4	00	59	30
	201/5	00	31	50
	202/1/अ	00	08	10
	202/4	00	19	00
	202/5/1	00	11	10
	202/6	00	09	00
	199	01	19	70
	खसला गट नंबर 199 में	00	07	70
	198/1	00	18	20
	198/2	00	18	20
	198/3/अ	00	18	20
	198/3/ब	00	18	20
	198/4/अ	00	18	20
	198/4/ब	00	18	20
	197	01	42	90
2) कावेवाडी	37	00	35	10
	76/1	00	25	20
	76/2	00	04	60
	76/4/1	00	42	00
	सडक गट नंबर 76 और 89 के बीच	00	05	90
	89	00	08	00
	90	00	26	60
	91	00	19	20
	गाडी रस्ता गट नंबर 91 में	00	02	60
3) भाषांडी	8/2/1	00	19	20
	8/2/2	00	19	20
	8/2/3	00	19	20
	8/2/4	00	19	20
	5	00	30	30
	सडक गट नंबर 5 और 107 के बीच	00	08	60
	107/1	00	21	40
	107/2	00	02	00
	114/1	00	54	40
	भाला गट नंबर 114 और 104 के बीच	00	04	20
	104	00	66	60
	103	00	43	60
	102	00	17	60
	99	00	19	30
	98/2	00	20	10

1	2	3	4	5
घायखिंडी (निरंतर)	97	00	21	30
	84	00	33	20
	85/1	00	00	10
	80	00	21	70
	86	00	05	70
	79	00	28	10
	78	00	42	90
	77	00	43	60
	76/2	00	02	60
	8/1/1	00	19	20
	8/1/2	00	19	20
	8/1/3	00	19	20
	8/1/4	00	19	20
	8/1/5	00	19	20
4) पोथरे	136	00	39	20
	सडक गट नंबर 136 में	00	02	40
	147/1	01	08	50
	148	00	91	10
	गाडी रस्ता गट नंबर 148 में	00	05	60
	199	00	10	80
	198	00	33	10
	201	00	27	10
	200	00	27	90
5) करवाळा	153	00	01	00
	152	00	81	20
	63/3/फ	00	02	00
	63/1/1	00	08	70
	63/1/2	00	17	90
	63/1/3	00	04	90
	63/1/4	00	03	70
	63/2	00	15	50
	नाला गट नंबर 65 में	00	15	00
	65	00	42	00
	66/1	00	17	45
	66/2	00	17	45
	66/3	00	17	45
	66/4अ	00	17	45
	67	00	34	80
	68/1	00	18	55
	68/2	00	18	55
	प्रधान नाला गट नंबर 68 में	00	02	30

1	2	3	4	5
करमाळा (निरंतर)	56/1	00	32	93
	56/2	00	32	93
	56/3	00	32	94
	राज्य महामार्ग -143 गट नंबर 56 और 55 के बीच	00	05	90
	55	00	09	30
	53/1/ब	01	19	60
	52	00	21	30
	51	00	59	60
	49	00	21	80
	कालवा गट नंबर 49 में	00	08	80
	48/1	00	28	70
	47/1	00	31	20
	40	00	33	10
	39	00	07	00
6) मांगी	59	00	03	60
	58	01	26	50
	64	00	51	20
	63/2	00	20	10
	65	00	22	50
	66	00	54	50
	राज्य महामार्ग-141 गट नंबर 66 में	00	10	40
	सडक गट नंबर 70 और 66 के बीच	00	10	30
	70	00	33	30
	71	00	72	40
	75/1/1	00	20	48
	75/1/2	00	20	48
	75/1/3	00	20	48
	75/1/4	00	20	48
	75/2	00	20	48
	गाडी रस्ता गट नंबर 99 में	00	01	00
	99	00	95	70
	97	00	36	70
	93/1	00	05	10
	93/2	00	05	10
	96/1	00	06	36
	96/2	00	06	34
	96/3	00	06	34
	96/4	00	06	34
	96/5	00	06	34
	96/6	00	06	34
	96/7	00	06	34

1	2	3	4	5
गांगी (निरंतर)	साला गट नंबर 88 और 89 के बीच	00	29	30
	89/1	00	45	30
	89/4	00	21	60
	88	00	52	20
	87/2	00	31	10
	86/2	00	27	60
	85/2	00	33	10
	85/6	00	33	00
7) बडगाव (खुर्द)	31/1	00	13	20
	32	00	00	10
	सडक गट नंबर 32 और 33 के बीच	00	12	60
	33	00	01	70
	34	00	03	30
	37/1	00	03	99
	37/2	00	03	97
	37/3	00	03	97
	37/4	00	03	97
	38/1	00	03	30
	38/2	00	03	30
	38/3	00	03	30
	38/4	00	03	30
	38/5	00	03	30
	40/1	00	07	80
	40/2	00	08	20
	43	00	16	60
	53	00	22	80
	54	00	00	20
	55/1	00	03	20
	56	00	11	70
	57/1	00	09	00
	57/2	00	07	20
	59/1	00	08	50
	59/2	00	09	20
	63/1/1	00	06	95
	63/1/2	00	06	95
	63/1/3	00	06	95
	63/1/4	00	06	95
	63/1/5	00	06	95
	63/1/6	00	06	95
	63/1/7	00	06	95
	63/1/8	00	06	95
	63/1/9	00	06	95

1	2	3	4	5
वडगाव (खुर्द) (निरतर)	63/1/10	00	06	95
	63/2	00	06	95
	62/1	00	07	94
	62/2	00	07	94
	62/3	00	07	94
	62/4	00	07	94
	62/5	00	07	94
	62/6	00	07	94
	62/7	00	07	94
	62/8	00	07	94
	74/5	00	75	50
	73/1	00	18	00
	73/2/2	00	10	80
	73/3/1	00	14	70
	68	00	52	90
	69/1	00	26	00
	69/3	00	09	40
	69/4	00	13	50
8) रावगांव	450/2	00	89	10
	444/2	00	00	10
	445/1	00	14	90
	445/2/ब	00	15	70
	कालवा गट नंबर 449 में	00	06	40
	449	00	24	50
	448/1	00	43	10
	446	00	53	90
	437	00	52	70
	436/1	00	08	44
	436/2	00	08	44
	436/3	00	08	44
	436/4	00	08	44
	436/5	00	08	44
	435	00	15	00
	434	00	59	50
	कालवा गट नंबर 431 में	00	04	20
	431/1	00	30	60
	432/1/अ	00	03	34
	432/1/ब	00	03	31
	432/1/क	00	03	31
	432/1/द	00	03	31
	432/1/ई	00	03	31
	432/1/फ	00	03	31

1	2	3	4	5
रावगांव (निरंतर)	432/2	00	03	31
	433/1	00	07	10
	433/2	00	01	90
	433/3	00	00	10
	390	00	01	20
	389	00	40	60
	388/1/अ	00	06	70
	388/1/ब	00	06	70
	388/1/क	00	06	70
	388/1/ड	00	06	70
	388/1/इ	00	06	70
	388/2	00	06	70
	386	00	38	10
	387	00	15	70
	385/1	00	11	12
	385/2	00	11	12
	385/3	00	11	13
	385/4	00	11	13
	गाड़ी रस्ता गट नंबर 385 और 339 के बीच	00	16	20
	339	00	88	10
	341/1	00	04	70
	341/2	00	04	70
	गाड़ी रस्ता गट नंबर 339 में	00	01	70
	345/2	00	37	60
	345/3	00	24	00
	कालवा गट नंबर 345 में	00	07	10
	सड़क गट नंबर 345 और 333 के बीच	00	07	40
	333	00	04	20
	346/1	00	08	05
	346/2	00	08	05
	353	00	21	60
	354	00	18	30
	355	00	21	40
	356/1	00	11	70
	356/2	00	09	00
	356/3	00	09	00
०६	356/4	00	10	80
	356/5	00	10	20
	357	00	33	30
६०	नाला गट नंबर 357 और 135 के बीच	00	04	20
	135	00	32	10
	133	00	14	50
	गाड़ी रस्ता गट नंबर 133 और 132 के बीच	00	01	40

1	2	3	4	5
रावगांव (निरंतर)	132	00	23	30
	131	00	14	40
	130/1	00	10	75
	130/2	00	10	75
	88	00	14	50
	85	00	27	60
	86	00	13	40
	81/2	00	49	20
	सड़क गट नंबर 81 में	00	11	60
	26/1	00	09	80
	26/2	00	09	80
	26/3	00	09	80
	26/4	00	09	80
	26/5	00	09	80
	26/6	00	09	80
	27	00	43	50
	28	00	30	10
	32	00	09	20
	34	00	09	10
	35	00	16	60
	36	00	17	40
	80	00	73	10
	कालवा गट नंबर 37 में	00	01	90
	37	00	12	00
	74	00	54	30
	40/1	00	33	80
	41	00	34	60
	42	00	05	90
	43	00	03	70
	44	00	05	10
	45	00	05	10
	46/1	00	05	10
	46/2	00	05	40
	46/3	00	05	10
	48/1	00	10	68
	46/2	00	10	66
	48/3	00	10	66
	48/4	00	10	66
	48/5	00	10	66
	48/6	00	10	66
	48/7	00	10	66
	48/8	00	10	66
	49/1	00	11	20

1	2	3	4	5
रावगाव (निर्वाह)	50	00	10	80
	57	00	06	80
	नाला गट नंबर 50 और 62 के बीच	00	12	60
	62/1	00	35	40
	61/1	00	12	40
	61/2	00	10	80
	61/3	00	09	60
	61/4	00	09	60
	सड़क गांव सीमा रावगाव पर	00	05	80

[फा. सं. एल-14014/36/2004-जी.पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 29th March, 2005

S. O. 1182.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas, number S.O. 2790 dated 28th October 2004 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of natural gas from the exploration blocks in the Northern / Southern Offshore of Goa and structures in Andhra Pradesh of M/s Reliance Industries Limited, the promoter company of M/s Gas Transportation and Infrastructure Company Limited to the various consumers of District Solapur and Osmanabad in the State of Maharashtra by M/s Gas Transportation and Infrastructure Company Limited;

And whereas the copies of the said Gazette notification were made available to the public from 01st December 2004;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired, for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of publication of the declaration, in Gas Transportation and Infrastructure Company Limited, free from all encumbrances.

Schedule				
Mandal/ Tahesi/Taluk: Nilanga		District: Latur		State : Maharashtra
Village	Survey/ Sub-division No.	Area to be acquired for ROU		
		Hect.	Acre	C-Acre
1	2	3	4	5
1) Nariwadi	137	00	00	40
	136	00	62	20
	135	00	61	80
	134	00	12	80
	69/1	00	23	00
	69/2	00	32	80
	69/3	00	13	10
	110	00	27	30
	111	00	34	40
	113	01	30	60
	Nala in Gat No. 113	00	04	00
	9	00	07	50
	10	01	17	40
	14	00	00	90
	15	00	46	40
	16/3	00	43	30
	17/1/A	01	49	90
2) Nari	64/2/A	00	40	20
	64/2/B	00	35	00
	Ram River in Gat No. 64/2	00	06	40
	63	00	13	70
	61	00	14	20
	60	00	24	70
	58/1	00	24	50
	58/2	00	22	40
	32	00	31	30
	41	00	38	90
	Cart Track between Gat No. 41 and 38	00	07	10
	Nala in Gat No. 38	00	05	30
	38	00	31	10
	40	00	66	90
	43	00	23	90
	Cart Track between Gat No. 40 and 427	00	05	60
	427/1	00	27	70
	427/2	00	19	00
	428/1	00	21	80
	428/2	00	08	40
	430	00	33	70
	426	00	22	70
	425/1	00	16	10
	424	00	12	60
	423	01	83	10

1	2	3	4	5
Nari (Contd....)	371/1	00	16	34
	371/2	00	16	33
	371/3	00	16	33
	376	00	29	00
	375	00	50	90
	Road between Gat No. 375 and	00	07	70
	371			
	374	00	07	10
	380	00	58	80
	Field Channel in Gat No. 377/4	00	02	70
	377/4	00	05	10
	381	00	11	00
	385	00	65	90
	386	00	32	70
	387	00	18	20
	388/1	00	12	40
	388/2	00	02	20
	391	00	27	50
	392	00	24	40
	393	00	01	60
3) Gormale	272	00	24	60
	273	00	35	40
	270	00	01	30
	274	00	38	30
	275	00	87	30
	280	00	44	00
	281	00	05	90
	Nala in Gat No. 281	00	03	60
	287/2	00	92	80
	287/1	00	20	30
	288/1	00	33	90
	288/2	00	00	10
	289	00	24	40
	Nala in Gat No. 289	00	04	80
	Cart Track between Gat No. 289	00	02	30
	and 354			
	354/1	00	49	40
	354/12	00	03	50
	355	00	45	20
	360	00	40	10
	361/2	00	36	50
	363	00	27	30
	370	00	12	30
	Major District Road-27 Road	00	05	90
	between Gat No. 370 and 371			
	371/1	00	07	44
	371/2	00	07	43
	371/3	00	07	43
	372	00	16	30

1	2	3	4	5
Gormale (Contd....)	Nala in Gat No. 372	00	15	10
	373	00	12	10
	374	00	15	70
	375/2	00	21	60
	375/1	00	20	20
	376	00	26	70
	377	00	18	00
	379	00	20	40
	380	00	22	10
	383	00	48	00
	Nala in Gat No. 387	00	01	90
	387	00	53	40
	389	00	11	30
	390	00	14	60
	391	00	13	90
	392	00	17	30
	393	00	26	70
	394	00	33	40
	395	00	13	80
	396	00	10	90
	398	00	59	60
	402	00	03	60
	399	00	03	50
	Road in Gat No. 399	00	03	90
	401	00	11	10
	400	00	19	70
	Cart Track on village boundary Gormale	00	02	00
4) Yelamb	22	00	02	80
	33	00	36	60
	32	00	35	60
	31	00	03	10
	Nala between Gat No. 31 end 188	00	06	90
	187	00	03	00
	188	00	06	60
	190	00	10	30
	191	00	12	50
	192	00	08	60
	193	00	05	30
	194	00	10	50
	195	00	09	50
	196/2	00	25	90
	197	00	27	80
	198	00	46	70
	Road between Gat No. 199 and 200	00	07	70
	200	00	48	70

1	2	3	4	5
Yelamb (Contd....)	201/1	00	28	65
	201/2	00	28	65
	Canal in Gat No. 201	00	02	80
	202	00	30	10
	176	00	65	80
	177	00	00	50
	178	00	01	60
	Nilkantha River between Gat No. 176 and 174	00	14	80
	174	00	21	40
	171	00	09	20
	Nala in Gat No. 172	00	10	20
	172	00	19	60
	107	00	13	00
	106	01	06	50
5) Khamgaon	Road in Gat No. 92	00	06	60
	92	00	29	50
	93	00	27	70
	Nilkantha River between Gat No. 93 and 44	00	23	30
	44	00	69	80
	43	00	84	50
	Nala in Gat No. 44	00	04	30
	WBM Road in Gat No. 44	00	01	30
	42	00	14	70
	41	00	06	90
	40	00	03	50
	39	00	06	70
	38	00	03	50
	37	00	13	90
	36	00	11	60
	34	00	15	80
	33	00	28	20
	32	00	10	10
	31/2	00	03	10
	31/1	00	03	60
	28	00	40	40
	27	00	44	50
	26	00	32	80
	25	00	57	30
	Road between Gat No. 25 and 527	00	12	80
	527/1	00	01	80
	527/2	00	48	80
	527/3	00	17	10
	524	00	15	60
	523	00	23	80
	522	00	49	00
	521	00	23	20

1	2	3	4	5
Khamgaon (Contd....)	460	00	00	90
	459	00	79	80
	456	00	28	50
	458	00	05	10
	457	00	39	00
	455	00	11	00
	Cart Track in Gat No. 455	00	06	00
6) Dhotre	241	00	03	80
	242	00	12	90
	243	00	09	00
	244	00	14	20
	245	00	07	30
	246	00	11	70
	256	00	11	90
	257	00	15	20
	258	00	14	90
	259	00	27	80
	272	00	00	30
	274/1	00	29	50
	273	00	31	70
	286	00	06	20
	293	00	15	60
	294	00	01	60
	295	00	04	60
	296	00	09	00
	297	00	13	20
	300/2	00	30	50
	Nala in Gat No. 300/2	00	02	50
	303	00	11	40
	302	00	12	40
	301	00	14	10
	306	00	68	30
	316	00	01	00
	317	00	12	40
	Cart Track in Gat No. 317	00	01	40
7) Arangaon	143/1	00	08	80
	142/1	00	43	40
	141	00	15	20
	142/2	00	00	40
	Road between Gat No. 141 and 142	00	06	80
	140	00	26	10
	139	00	23	00
	137	00	14	90
	135	00	14	40
	131/1	01	59	20
	Road in Gat No. 131	00	03	30
	130	00	29	10

1	2	3	4	5
Arangaon (Contd....)	Nala in Gat No. 130	00	04	50
	129	00	05	70
	78	00	34	10
	Nala in Gat No. 78	00	03	10
	76	00	12	70
	75/1	00	20	30
	74/1	00	23	30
	73	00	11	50
	72	00	41	10
	71	00	13	40
	70/1	00	89	70
	170	00	05	00
	Cart Track in Gat No. 70	00	01	20
	Railway between Gat No. 70 and 83	00	08	10
	83/1/1	00	54	30
8) Jamgaon	177	00	40	20
	178	00	17	20
	179/3	00	62	20
	182	00	25	10
	183/1	00	34	00
	185	00	31	80
	186/1	00	36	50
	188/2	00	16	50
	188/1	00	55	00
	189	00	60	00
	State Highway-158 between Gat No. 189 and 150	00	10	30
	150	01	30	60
	Road in Gat No. 150	00	05	10
	Nala between Gat No. 150 and 130	00	04	90
	131	00	19	40
	130	00	33	00
	129	00	73	50
	128	00	05	70
	119	00	75	10
	Nala in Gat No. 119	00	03	70
	120	00	84	10
	95	00	18	70
	121/1	00	00	20
	94/1/A	00	14	30
	93	00	13	40
	92/1	00	12	30
9) Bhoire	51/1	00	37	30
	51/2	00	26	10
	53/1	00	26	40
	53/2	00	20	00

1	2	3	4	5
Bhoire (Contd....)	55/2	00	00	60
	78	00	38	50
	77/2	00	26	60
	77/1	00	34	10
	75/1	00	00	14
	75/2	00	00	13
	75/3	00	00	13
	81/2	00	32	00
	81/3	00	44	50
	Cart Track in Gat No. 82	00	00	40
	68	00	00	10
	81/5	00	27	80
	Nala in Gat No. 81	00	01	80
	81/4	00	06	50
	Nala in Gat No. 81	00	03	80
	81/1/2	00	37	00
	83/4	00	17	40
	85	00	04	00
	Road between Gat No. 85 and 86	00	06	00
	86/1	00	89	70
10) Gatachiwadi	51/1	00	04	30
	50/2	00	59	10
	50/1	00	03	60
	49/1	00	04	30
	49/2	00	23	60
	47/2	00	12	50
	47/1	00	23	90
	Cart Track between Gat No. 46 and	00	03	00
	47			
	46	00	33	10
	42	00	26	10
	41	00	12	40
	40/1	00	00	10
	40/2	00	24	70
	39	00	21	40
	36	00	52	80
	26	00	51	80
	24	00	29	00
	22	00	26	60
	Cart Track in Gat No. 21	00	01	60
	21	00	38	20
	20	00	21	60
	19/1	00	06	50
	19/2	00	01	00
11) Tadsaundane	146	00	10	70
	147	00	12	90
	153	00	19	10
	154	00	21	60

1	2	3	4	5
Tadsaundane (Contd....)	155	00	18	70
	157	00	09	50
	158	00	09	50
	162/1	00	10	90
	162/2	00	10	60
	162/3	00	00	10
	163/F	00	21	30
	164/1	00	05	15
	164/2	00	05	15
	Other District Road-32 between Gat No. 165 and 164	00	06	10
	165	00	10	00
	166/1	00	27	20
	167/2	00	06	60
	167/1	00	05	50
	171/1	00	06	50
	171/2	00	06	50
	172/1	00	12	30
	177	00	05	60
	178/1	00	06	90
	180	00	06	30
	181	00	06	20
	182/1	00	19	80
	183	00	20	40
	184/A/1	00	11	60
	184/B/1	00	12	90
	184/A/2	00	31	20
	184/B/2	00	00	20
	Cart Track in Gat No. 184	00	02	00
12) Shelgaon(Vhale)	73/1	00	39	10
	72/1/1	00	20	80
	72/2/B	00	17	50
	76	00	12	50
	77	00	13	30
	86	00	03	20
	85	00	15	40
	90	00	19	90
	91	00	07	60
	92	00	03	70
	93	00	03	00
	96	00	05	90
	120	00	08	40
	125/1	00	05	20
	125/2	00	02	40
	124	00	07	90
	123	00	14	70
	131	00	23	80
	122	00	32	20
	121/1	00	02	60

1	2	3	4	5
Shelgaon(Vhale) (Contd....)	121/2	00	02	60
	Road between Gat No. 122 and 142	00	04	50
	142/1	00	18	00
	142/2	00	19	30
	143	00	11	90
	145/1	00	04	40
	146	00	16	10
	Nala between Gat No. 146 and 148	00	03	50
	148/1	00	25	60
	148/2	00	05	20
	149/1	00	22	60
	149/2	00	21	40
	149/3	00	12	70
	165/1	00	29	20
	165/2	00	24	90
	176	00	09	60
	177	00	04	10
	178/2+3+4	00	22	10
	178/1	00	18	70
	179	00	13	20
	180	00	13	70
	188	00	09	30
	187	00	14	60
	Major District Road-24 between Gat No. 187 and 182	00	13	10
	182	00	14	20
	186	01	07	70
	183	00	35	10
13) Devgaon	310	00	10	20
	Nala in Gat No. 310	00	05	50
	311	00	62	50
	312	00	48	30
	313	00	01	30
	314	00	20	80
	318	00	19	30
	317	00	55	80
	316	00	03	20
	321	00	22	60
	322	00	12	80
	323	00	28	20
	327	00	14	20
	331	00	05	80
	288/2	00	00	20
	Cart Track between Gat No. 331 and 288/2	00	02	90
	287/1	00	17	40
	282/1	00	37	10

1	2	3	4	5
Devgaon (Contd....)	282/2	00	04	10
	281/1	00	15	50
	280	00	10	80
	279	00	05	40
	278	00	10	00
	277	00	07	90
	276	00	21	40
	275	00	10	20
	274	00	10	70
	273	00	07	40
	272	00	12	50
	271	00	18	60
	265	00	09	30
	264	00	09	10
	263	00	08	00
	262	00	07	10
	261	00	04	70
	259	00	07	40
	258	00	06	60
	257	00	05	00
	256	00	06	40
	250	00	11	20
	249	00	11	60
	248	00	04	90
	247	00	05	50
	246/1	00	06	10
	246/2	00	06	10
	241	00	08	80
	240	00	08	30
	239	00	07	50
	236	00	10	80
	235	00	11	40
	234/4	00	20	70
	234/3	00	14	50
	233	00	09	70
	232	00	11	10
	230	00	10	70
	228	00	11	10
	227	00	21	10
	217	00	08	60
	218	00	08	30
	213/5	00	19	40
	206	00	11	00
	Cart Track in Gat No. 206	00	02	20
	208	00	15	20
	209	00	13	60
	167	00	14	30
	168	00	76	20
	156/1	00	72	20
	156/2	00	72	20

1	2	3	4	5
Devgaon (Contd....)	River (Nani) between Gat No. 156 and 131	00	12	00
	136/2	00	04	00
	139	00	48	00
	138	00	55	80
	Road in Gat No. 138 and 141	00	06	70
	141	00	34	20
	140	00	00	40
	137	01	39	20

Mandal/ Tahesil/Taluk: Paranda	District: Osmanabad	State : Maharashtra		
1) Sirsav	Road between village Devgaon and Sirsav	00	07	90
	396	00	55	40
	395	00	00	50
	Chandni River between Gat No. 396 and 415	00	23	40
	415	00	53	70
	414	00	37	00
	413	00	33	60
	417	00	19	60
	420	00	36	20
	Field channel in Gat No. 421	00	01	70
	421	00	04	90
	422	00	07	50
	428	00	17	90
	429	00	08	30
	430	00	11	50
	433	00	19	90
	435	00	34	30
	446	00	05	00
	448	00	01	10
	Cart track between Gat No. 446 and 444	00	04	10
	444	00	06	70
	445	00	22	90
	461	00	19	40
	460	00	31	30
	459	00	18	90
	458	00	09	70
	457	00	21	20
	441	00	02	30
	Nala between Gat No. 441 and 457	00	01	90
	Nala in Gat No. 439	00	00	40
	439	00	09	30
	Cart track in Gat No. 340	00	05	90
	340	00	79	70
	342	00	14	80
	341	00	18	70

1	2	3	4	5
Sirsav (Contd....)	322	00	30	30
	323	00	25	20
	319	00	14	90
	318	00	11	00
	317	00	37	40
	310	00	24	90
	309	00	24	30
	302	00	25	00
	194	01	27	50
	Nala between Gat No. 194 and 142	00	02	90
	142	00	88	70
	143	00	24	10
	144	00	09	10
	94	00	31	20
	148	00	68	80
	146	00	15	30
	147	00	10	00
	149	00	05	40
	Road in Gat No. 148	00	05	80
	150	00	42	80
2) Jawala	92	00	09	40
	93	00	37	90
	94	00	18	60
	95	00	18	60
	96	00	13	60
	97	00	17	40
	123	00	20	10
	121	00	15	90
	120	00	06	80
	117	00	19	60
	116	00	75	00
	114	00	24	10
	112	00	94	60
	Cart Track between Gat No. 112 and 259	00	04	50
	259	00	40	90
	260	00	50	00
	263	00	00	50
	261	00	89	00
	Nala in Gat No. 261	00	28	00
	415	00	97	70
	416	00	00	60
	Village Road-63 between Gat No. 415 and 460	00	04	50
	460	00	61	60
	461	00	43	60
	462	00	19	80
	463	00	00	40

1	2	3	4	5
Jawala (Contd....)	477	00	12	70
	478	00	43	60
	486	00	24	20
	487	00	14	80
	484	00	16	30
	490	00	39	50
	Cart Track between Gat No. 490 and 491	00	01	10
	491	00	44	70
	492	00	24	40
	494	00	69	30
	496	00	41	80
	497	00	41	70
	498	00	48	60
	499	00	24	50
	638	00	15	70
		12		
3) Ghargaon	336	00	34	10
	334	00	28	70
	333	00	17	80
	332	00	11	10
	330	00	05	30
	331	00	17	90
	329	00	74	50
	296	00	01	30
	Road Major District Road-1 on village boundary	00	06	70
4) Rajurichiwadi	6	00	68	80
	7	00	67	90
	9/B	00	83	80
	10/B	00	86	60
5) Rajuri	202	00	03	90
	203	00	02	30
	204	00	18	70
	205	00	20	20
	206	00	17	70
	207	00	17	90
	190	00	65	80
	189	00	24	30
	188	00	09	10
	187	00	07	90
	186	00	09	70
	185	00	11	90
	184	00	11	30
	173	00	16	90
	172	00	05	60
	170	00	04	90
	169	00	01	60

1	2	3	4	5
Rajuri (Contd....)	168	00	00	40
	174	00	05	30
	171	00	15	70
	160	00	54	80
	156	00	20	50
	154	00	08	70
	152	00	06	20
	149	00	08	20
	148	00	16	00
	130	00	61	70
	Nala in Gat No. 130	00	12	80
	141	00	00	20
	128	00	25	20
	126/1	00	22	20
	103	00	23	80
	102	00	21	50
	101	00	04	80
	100	00	05	80
	99	00	07	20
	98	00	05	50
	97	00	09	70
	95	00	10	50
	94	00	13	10
	93	00	07	80
	92	00	05	40
	91	00	20	90
	90	00	14	50
	Road in Gat No. 89	00	05	10
	89	00	32	10
	45	00	37	00
	44	00	14	70
	43	00	18	30
	41	00	05	40
	40	00	05	30
	39	00	06	80
	38	00	04	30
	37	00	04	50
	35	00	03	50
	34	00	07	10
	33	00	05	60
	32	00	16	20
	Ulupa River on village boundary near Gat No. 32	00	12	60
6) Andori	31/A	00	32	30
	28	00	45	30
	28/E	01	03	90
	28/D	00	32	70
	28/C	00	03	00
	Cart Track in Gat No. 29	00	00	70

1	2	3	4	5
Andori (Contd....)	29/1	01	80	20
	Village Road (109) between Gat No. 29 and 25	00	04	50
	23	00	04	40
	25	00	63	20
	25/B	00	11	30
	25/C	00	30	90
	Canal in Gat No. 25	00	04	10
7) Panchpimpale	61/2	00	06	80
	61/1	00	40	00
	62/2	00	20	50
	62/1	00	17	30
	62/3	00	06	40
	62/4	00	27	60
	62/5	00	32	80
	River between Gat No. 62 and 49	00	29	30
	49/2	00	58	30
	49/6	00	50	30
	49/7	00	14	60
	49/12	00	75	70
	49/13	00	05	60
	68	00	07	50
	69	00	36	30
	73/1	00	04	00
	Metal Road between Gat No. 74 and 124	00	05	30
	124/1	00	42	90
	124/2	00	46	50
	Canal in Gat No. 124/5	00	07	70
	124/5	00	15	70
	124/4	00	22	30
	122/1	00	10	00
	122/2	00	07	70
	122/3	00	03	60
	122/4	00	03	30
	112/2	00	05	80
	Metal Road Other District Road-5 between Gat No. 112 and 128	00	24	50
	128	00	49	60
	Field Channel in Gat No. 129	00	02	00
	129/1	00	00	30
	129/2	00	17	80
	130/2	00	23	90
	130/1	00	27	80
	131	00	45	60
	132	00	58	20
	179	01	14	00
	178/2	00	11	10
	178/1	00	41	00

1	2	3	4	5
Panchpimpale (Contd....)	Metal Road between Gat No. 178 and 183	00	10	30
	183/1	00	46	20
	183/2	00	65	00
	190/1	00	05	67
	190/2	00	05	66
	190/3	00	05	66
	185	01	45	50
	186	00	13	50
	Cart Track in Gat No. 186	00	01	20
8) Kandari	451	00	00	90
	450	00	50	10
	453	00	02	30
	454	01	03	30
	457	00	36	40
	447	00	19	60
	Road between Gat No. 460 and 447	00	06	70
	460	00	54	40
	462	00	52	20
	468	00	39	80
	469	00	25	50
	473	00	18	80
	475	00	28	40
	Canal in Gat No. 476	00	10	90
	489	00	32	70
	488	00	15	50
	487	00	09	20
	486	00	15	90
	498	00	12	10
	499	00	11	80
	500	00	11	10
	Cart Track between Gat No. 499 and 518	00	06	50
	518	00	54	80
	519	00	50	60
	593	00	78	60
	Nala in Gat No. 593	00	06	10
	592	00	00	20
	590	00	82	90
	602	00	31	60
	613	00	23	00
	612	00	70	80
	611	00	65	40
	625	00	11	10
	626	00	24	50
	610	00	74	60
	Nala between Gat No. 610 and 627	00	04	90

1	2	3	4	5
Kandari (Contd....)	Asphalted Road between Gat No. 610 and 627	00	06	10
	627	00	52	80
	630	00	16	00
9) Sonari	80	00	76	50
	77	00	43	90
	Canal in Gat No. 77	00	12	80
	76	00	33	50
	75	00	72	80
	74	00	68	70
	Cart Track between Gat No. 74 and 60	00	01	00
	60/D	00	42	40
	71	00	37	10
	70	00	11	10
	State Highway- 161 in Gat No. 70 and 69	00	07	50
	69	00	11	60
	Canal in Gat No. 69	00	11	80
	67	00	32	20
	63	00	13	10
	62	00	29	80
	Nala in Gat No. 62 and 60	00	07	50
	60/A	00	00	90
	60/C	00	57	10
	Cart Track in Gat No. 60	00	01	50
	60/B	00	70	70
	Cart Track in Gat No. 60	00	02	90
	39	01	06	70
	Minor Canal in Gat No. 39	00	10	70
	40	01	87	70
10) Koudgaon	21	00	41	80
	20/1/A	00	23	70
	20/1/B	00	08	30
	20/2/C	00	08	50
	20/1/C	00	15	00
	19	01	43	10
	Cart Track in Gat No. 19	00	03	30
	16	00	22	80
	15	00	68	90
	Cart Track in Gat No. 15	00	03	40
	10	00	87	70
	11	01	77	10
	Field Channel in Gat No. 11	00	02	20
	Nala in Gat No. 11	00	06	20
	8/1/A	00	04	70
	6	01	15	90

1	2	3	4	5
Koudgaon (Contd....)	Road Major District Road-4 in Gat No. 6	00	04	30
11) Donja	232	00	67	70
	231	00	40	00
	230	01	10	70
	229	00	16	70
	275	00	21	80
	276	00	48	90
	277	01	34	40
	210	00	66	00
	209	00	61	80
	208	00	38	80
	188	00	68	60
	River Nali between Gat No. 189 and 208	00	07	10
	207	00	11	10
	189	00	47	30
	185	00	89	40
	Cart Track in Gat No. 185	00	02	00
	186	00	46	50
	Cart Track between Gat No. 186 and 428	00	02	60
	428	00	14	90
	429	00	55	30
	Cart Track in Gat No. 429	00	02	60
	436	01	50	80
	Nala in Gat No. 436	00	02	40
	Kheri River between Gat No. 436 and 484	00	13	70
	484/1	00	83	70
	484/2	00	43	60
	484/3	00	67	40
	485	00	47	40
	Cart Track in Gat No. 485	00	00	80
	551	00	28	10
	550	00	29	80
	562	00	59	00
	563	00	58	00
	561	00	67	20
	Cart Track in Gat No. 580	00	01	50
	580	00	50	60
	581	00	54	60
	582	00	11	50
	583	00	13	20
	584	00	15	50
	585	00	07	30
	586	00	07	60
	587	00	14	60
	588	00	07	30

1	2	3	4	5
Donja (Contd....)	589	00	05	90
	590	00	04	30
	601	00	12	20
	592	00	03	90
	593	00	03	30
	594	00	08	00
	595	00	44	10
	Nala in Gat No. 595	00	01	60
	596	00	03	40
	598	00	05	90
	599	00	04	50
	600	00	03	70
	602	00	05	10
	808	00	48	50
	Nala between Gat No. 808 and 606	00	08	20
	606	00	10	10
	Road between Gat No. 606 and	00	15	70
	614			
	614	00	07	30
	620	00	13	30
	621	00	20	90
	622	00	15	30
	623	00	12	40
	628	00	13	20
	629	00	07	90
	630	00	10	30
	633	00	31	00
	634	00	06	50
	635	00	06	90
	636	00	04	70
	637	00	07	60
	638	00	06	50
	639	00	05	20
	640	00	03	00
	641	00	03	00
	642	00	04	00
	643	00	04	00
	644	00	08	00
	655	00	70	00
	656	00	36	00
	708	00	77	10
	Cart Track in Gat No. 708	00	08	00
	707	00	01	00
	706	00	38	40
	712	00	44	80
	713	00	52	30
	714	00	21	30
	715	00	22	90
	716	00	22	00

1	2	3	4	5
Donja (Contd....)	717	00	22	00
	718	00	23	80
12) Aleshwar	273	00	89	30
	Nala in Gat No. 272	00	01	80
	272	00	26	00
	109	00	71	40
	281	00	11	60
	280	00	45	00
	279	00	14	20
	278	00	04	10
	320	00	29	00
	270	00	12	60
	Nala in Gat No. 321	00	02	30
	321	00	40	50
	325	00	22	20
	237	00	03	30
	223	00	08	70
	222	00	09	60
	220	00	18	30
	218	00	18	10
	Asphalted Road between Gat No. 218 and 1	00	04	80
	1	00	15	80
	2	00	16	30
	3	00	16	40
	4	00	04	30
	5	00	03	60
	6	00	08	40
	9	00	09	70
	10	00	10	50
	25	00	11	50
	26	00	08	70
	29	00	10	60
	33	00	12	00
	34	00	03	70
	Road between Gat No. 34 and 35	00	05	70
	32	00	00	50
	35	00	11	70
	36	00	15	20
	40	00	01	10
	39	00	42	90
	38	00	08	00
	Sina River near Gat No. 39 and 38	00	26	70

Mandal/ Tahasil/Taluk: Karmala	Disrict: Solapur	State : Maharashtra
1) Karanje	36/1	00 50 40
	36/2	00 37 90
	37/1	00 14 60

1	2	3	4	5
Karanje (Contd....)	35/1	00	09	07
	35/2	00	09	06
	35/3	00	09	06
	34/1	00	38	70
	33/1	00	27	20
	33/2	00	23	10
	33/3	00	02	00
	33/4	00	05	30
	33/5	00	30	80
	30/1	00	12	60
	Road between Gat No. 33 and 31	00	14	70
	31	00	26	40
	27	00	61	20
	26	00	53	40
	17	00	28	30
	16	00	20	40
	Cart track in Gat No. 16	00	04	00
	14/1	00	13	50
	13	00	43	40
	10	00	34	90
	8	00	22	40
	2/1	00	06	81
	2/2/A	00	06	81
	2/2/C	00	06	81
	2/3/C	00	06	81
	2/4	00	06	81
	2/5/1	00	06	81
	2/6	00	06	81
	2/7	00	06	81
	2/8	00	06	81
	2/9	00	06	81
	Cart track in Gat No. 2	00	02	40
	220	00	43	20
	219	00	27	80
	218/1	00	02	48
	218/2	00	02	47
	218/3	00	02	47
	218/4	00	02	47
	218/5	00	02	47
	218/6	00	02	47
	218/7	00	02	47
	201/2	00	11	00
	201/3	00	02	50
	201/4	00	59	30
	201/5	00	31	50
	202/1/A	00	06	10
	202/4	00	19	00
	202/5/1	00	11	10
	202/6	00	09	00
	199	01	19	70

1	2	3	4	5
Karanje (Contd....)	Canal in Gat No. 199	00	07	70
	198/1	00	18	20
	198/2	00	18	20
	198/3/A	00	18	20
	198/3/B	00	18	20
	198/4/A	00	18	20
	198/4/B	00	18	20
	197	01	42	90
2) Khambewadi	37	00	35	10
	76/1	00	25	20
	76/2	00	04	60
	76/4/1	00	42	00
	Road between Gat No. 76 and 89	00	05	90
	89	00	08	00
	90	00	26	60
	91	00	19	20
	Cart Track in Gat No. 91	00	02	60
3) Dhaykhindi	8/2/1	00	19	20
	8/2/2	00	19	20
	8/2/3	00	19	20
	8/2/4	00	19	20
	5	00	30	30
	Major District Road-6 between Gat No. 5 and 107	00	08	50
	107/1	00	21	40
	107/2	00	02	00
	114/1	00	54	40
	Nala between Gat No. 114 and 104	00	04	20
	104	00	66	60
	103	00	43	50
	102	00	17	50
	99	00	19	30
	98/2	00	20	10
	97	00	21	30
	84	00	33	20
	85/1	00	00	10
	80	00	21	70
	86	00	05	70
	79	00	28	10
	78	00	42	90
	77	00	43	60
	76/2	00	02	60
	8/1/1	00	19	20
	8/1/2	00	19	20
	8/1/3	00	19	20
	8/1/4	00	19	20
	8/1/5	00	19	20

1	2	3	4	5
4) Pothare	136	00	39	20
	Road in Gat No. 136	00	02	40
	147/1	01	06	50
	148	00	91	10
	Cart Track in Gat No. 148	00	05	60
	199	00	10	80
	198	00	33	10
	201	00	27	10
	200	00	27	90
5) Karmala	153	00	01	00
	152	00	81	20
	63/3/F	00	02	00
	63/1/1	00	08	70
	63/1/2	00	17	90
	63/1/3	00	04	90
	63/1/4	00	03	70
	63/2	00	15	50
	Nala in Gat No. 65	00	15	00
	65	00	42	00
	66/1	00	17	45
	66/2	00	17	45
	66/3	00	17	45
	66/4A	00	17	45
	67	00	34	80
	68/1	00	16	55
	68/2	00	16	55
	Pradhan Nala in Gat No. 68	00	02	30
	56/1	00	32	93
	56/2	00	32	93
	56/3	00	32	94
	Road State Highway-143 between Gat No. 56 and 55	00	05	90
	55	00	09	30
	53/1/B	01	19	60
	52	00	21	30
	51	00	59	60
	49	00	21	80
	Canal in Gat No. 49	00	08	80
	48/1	00	28	70
	47/1	00	31	20
	40	00	33	10
	39	00	07	00
6) Mangi	59	00	03	60
	58	01	26	50
	64	00	51	20
	63/2	00	20	10
	65	00	22	50
	66	00	54	50

1	2	3	4	5
Mangi (Contd....)	State Highway- 141 Road in Gat No. 66	00	10	40
	Cart Track between Gat No. 70 and 66	00	10	30
	70	00	33	30
	71	00	72	40
	75/1/1	00	20	48
	75/1/2	00	20	48
	75/1/3	00	20	48
	75/1/4	00	20	48
	75/2	00	20	48
	Cart Track in Gat No. 99	00	01	00
	99	00	95	70
	97	00	36	70
	93/1	00	05	10
	93/2	00	05	10
	96/1	00	06	36
	96/2	00	06	34
	96/3	00	06	34
	96/4	00	06	34
	96/5	00	06	34
	96/6	00	06	34
	96/7	00	06	34
	Nala between Gat No. 96 and 89	00	29	30
	89/1	00	45	30
	89/4	00	21	60
	88	00	52	20
	87/2	00	31	10
	86/2	00	27	60
	85/2	00	33	10
	85/5	00	33	00
7) Wadgaon(Khurd)	31/1	00	13	20
	32	00	00	10
	Road between Gat No. 32 and 33	00	12	60
	33	00	01	70
	34	00	03	30
	37/1	00	03	99
	37/2	00	03	97
	37/3	00	03	97
	37/4	00	03	97
	38/1	00	03	30
	38/2	00	03	30
	38/3	00	03	30
	38/4	00	03	30
	38/5	00	03	30
	40/1	00	07	80
	40/2	00	08	20
	43	00	16	60
	53	00	22	80

1	2	3	4	5
Wadgaon(Khurd) (Contd....)	54	00	00	20
	55/1	00	03	20
	56	00	11	70
	57/1	00	09	00
	57/2	00	07	20
	59/1	00	08	50
	59/2	00	09	20
	63/1/1	00	06	95
	63/1/2	00	06	95
	63/1/3	00	06	95
	63/1/4	00	06	95
	63/1/5	00	06	95
	63/1/6	00	06	95
	63/1/7	00	06	95
	63/1/8	00	06	95
	63/1/9	00	06	95
	63/1/10	00	06	95
	63/2	00	06	95
	62/1	00	07	94
	62/2	00	07	94
	62/3	00	07	94
	62/4	00	07	94
	62/5	00	07	94
	62/6	00	07	94
	62/7	00	07	94
	62/8	00	07	94
	74/5	00	75	50
	73/1	00	18	00
	73/2/2	00	10	80
	73/3/1	00	14	70
	68	00	52	90
	69/1	00	26	00
	69/3	00	09	40
	69/4	00	13	50
8) Ravgaon	450/2	00	89	10
	444/2	00	00	10
	445/1	00	14	90
	445/2/B	00	15	70
	Canal in Gat No. 449	00	06	40
	449	00	24	50
	448/1	00	43	10
	446	00	53	90
	437	00	52	70
	436/1	00	08	44
	436/2	00	08	44
	436/3	00	08	44
	436/4	00	08	44
	436/5	00	08	44
	435	00	15	00

1	2	3	4	5
Ravgaon (Contd....)	434	00	59	50
	Canal in Gat No. 431	00	04	20
	431/1	00	30	60
	432/1/A	00	03	34
	432/1/B	00	03	31
	432/1/C	00	03	31
	432/1/D	00	03	31
	432/1/E	00	03	31
	432/1/F	00	03	31
	432/2	00	03	31
	433/1	00	07	10
	433/2	00	01	90
	433/3	00	00	10
	390	00	01	20
	389	00	40	60
	388/1/A	00	06	70
	388/1/B	00	06	70
	388/1/C	00	06	70
	388/1/D	00	06	70
	388/1/E	00	06	70
	388/2	00	06	70
	386	00	38	10
	387	00	15	70
	385/1	00	11	12
	385/2	00	11	12
	385/3	00	11	13
	385/4	00	11	13
	Cart Track between Gat No. 385 and 339	00	16	20
	339	00	88	10
	341/1	00	04	70
	341/2	00	04	70
	Cart Track in Gat No. 339	00	01	70
	345/2	00	37	60
	345/3	00	24	00
	Canal in Gat No. 345	00	07	10
	Metal Road between Gat No. 345 and 333	00	07	40
	333	00	04	20
	346/1	00	08	05
	346/2	00	08	05
	353	00	21	60
	354	00	18	30
	355	00	21	40
	356/1	00	11	70
	356/2	00	09	00
	356/3	00	09	00
	356/4	00	10	80
	356/5	00	10	20
	357	00	33	30

1	2	3	4	5
Ravgaon (Contd....)	Nala between Gat No. 357 and 135	00	04	20
	135	00	32	10
	133	00	14	50
	Cart Track between Gat No. 133 and 132	00	01	40
	132	00	23	30
	131	00	14	40
	130/1	00	10	75
	130/2	00	10	75
	88	00	14	50
	85	00	27	60
	86	00	13	40
	81/2	00	49	20
	Road in Gat No. 81	00	11	60
	26/1	00	09	80
	26/2	00	09	80
	26/3	00	09	80
	26/4	00	09	80
	26/5	00	09	80
	26/6	00	09	80
	27	00	43	50
	28	00	30	10
	32	00	09	20
	34	00	09	10
	35	00	16	60
	36	00	17	40
	80	00	73	10
	Canal in Gat No. 37	00	01	90
	37	00	12	00
	74	00	54	30
	40/1	00	33	80
	41	00	34	60
	42	00	05	90
	43	00	03	70
	44	00	05	10
	45	00	05	10
	46/1	00	05	10
	46/2	00	05	40
	46/3	00	05	10
	48/1	00	10	68
	48/2	00	10	66
	48/3	00	10	66
	48/4	00	10	66
	48/5	00	10	66
	48/6	00	10	66
	48/7	00	10	66
	48/8	00	10	66
	49/1	00	11	20
	50	00	10	80

1	2	3	4	5
Ravgaon (Contd....)	57	00	06	80
	Nala between Gat No. 50 and 62	00	12	60
	62/1	00	35	40
	61/1	00	12	40
	61/2	00	10	80
	61/3	00	09	60
	61/4	00	09	60
	Road on village boundary Ravgaon	00	05	80

[F. No. L-14014/36/2004-G.P.]
S. B. MANDAL, Under Secy.

नई दिल्ली, 29 मार्च, 2005

का.आ. 1183.—जबकि, केन्द्रीय सरकार को यह प्रतीत होता है कि लोक हित में यह आवश्यक है कि गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक राजस्थान राज्य में चाकसू से होती हुई पेट्रोलियम (कूट) के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा सलाया-मथुरा पाइपलाइन प्रणाली के विरमगाम-चाकसू, चाकसू-पानीपत व चाकसू-मथुरा सेक्शनों के संवर्द्धन के कार्यान्वयन हेतु एक पाइपलाइन बिछाई जानी चाहिए ;

और यह प्रतीत होता है कि ऐसी पाइपलाइनें बिछाने के लिए इस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में लिखित रूप में आक्षेप, श्री आर.एम.पंड्या, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, (पाइपलाइन्स प्रभाग) पो.बा.सं.4, डाकघर विरमगाम, जिला-अहमदाबाद, गुजरात-382150 को कर सकेगा।

अनुसूची

तालूका : देत्रोज रामपुरा		जिला :अहमदाबाद		राज्य : गुजरात	
गाँव का नाम	सर्वे सं.	उप-खण्ड सं.	क्षेत्रफल		
			हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
नदीशाला	314		0	09	70
रुदातल	113		0	10	16

[फा. सं. आर-25011/18/2001-ओ.आर.-I]

रेणुका कुमार, अवर सचिव

New Delhi, the 29th March, 2005

S. O. 1183.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum (crude) from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the "Augmentation of Viramgam-Chaksu, Chaksu-Panipat & Chaksu-Mathura sections of Salaya-Mathura pipeline System";

And, whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri R.M.Pandya, Competent Authority, Indian Oil Corporation Limited, (Pipelines Division), P.B.No.4, P.O. Viramgam, Distt. Ahmedabad, Gujarat-382150.

SCHEDULE

Taluka : Detroj Rampura		District : Ahmedabad		State : GUJARAT	
Name of the Village	Survey no.	Sub-Division no.	Area		
			Hectare	Are	Sq mtr.
1	2	3	4	5	6
Nadishala	314		0	09	70
Rudatal	113		0	10	16

[No R-25011/18/2001-O.R.-I]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 29 मार्च, 2005

का.आ. 1184.—जबकि, केन्द्रीय सरकार को यह प्रतीत होता है कि लोक हित में यह आवश्यक है कि गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक राजस्थान राज्य में चाकसू से होती हुई पेट्रोलियम (क्रूड) के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा सलाया-मथुरा पाइपलाइन प्रणाली के विरमगाम-चाकसू, चाकसू-पानीपत व चाकसू-मथुरा सेक्शनों के संवर्द्धन के कार्यान्वयन हेतु एक पाइपलाइन बिछाई जानी चाहिए ;

और यह प्रतीत होता है कि ऐसी पाइपलाइनें बिछाने के लिए इस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में लिखित रूप में आक्षेप, श्री आर.एम.पंड्या, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, (पाइपलाइन्स प्रभाग) पो.बा.सं.4, डाकघर विरमगाम, जिला-अहमदाबाद, गुजरात-382150 को कर सकेगा।

अनुसूची

तालूका : बेचराजी		जिला : महेसाणा		राज्य : गुजरात	
गाँव का नाम	सर्वे सं.	उप-खण्ड सं.	क्षेत्रफल		
			हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
रातेज	242		0	04	11

[फा. सं. आर-25011/18/2001-ओ.आर-1]

रेणुका कुमार, अवर सचिव

New Delhi, the 29th March, 2005

S. O. 1184.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum (crude) from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the "Augmentation of Viramgam-Chaksu, Chaksu-Panipat & Chaksu-Mathura sections of Salaya-Mathura pipeline System";

And, whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri R.M.Pandya, Competent Authority, Indian Oil Corporation Limited, (Pipelines Division), P.B.No.4, P.O. Viramgam, Distt. Ahmedabad, Gujarat-382150.

SCHEDULE

Taluka : Becharaji		District : Mehsana		State : GUJARAT	
Name of the Village	Survey no.	Sub-Division no.	Area		
			Hectare	Are	Sq.mtr
1	2	3	4	5	6
Rantej	242		0	04	11

[No. R-25011/18/2001-O.R.-1]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 29 मार्च, 2005

का. आ. 1185.— अबकि, केन्द्रीय सरकार को यह प्रतीत होता है कि लोक हित में यह आवश्यक है कि गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक राजस्थान राज्य में चाकसू से होती हुई पेट्रोलियम (कूड) के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा सलाया-मथुरा पाइपलाइन प्रणाली के विरमगाम-चाकसू, चाकसू-पानीपत व चाकसू-मथुरा सेक्शनों के संवर्द्धन के कार्यान्वयन हेतु एक पाइपलाइन बिछाई जानी चाहिए ;

और यह प्रतीत होता है कि ऐसी पाइपलाइनें बिछाने के लिए इस अधिसूचना से सलग्न अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में लिखित रूप में आक्षेप, श्री आर.एम.पंड्या, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, (पाइपलाइन्स प्रभाग) पो.बा.सं.4, डाकघर विरमगाम, जिला-अहमदाबाद, गुजरात-382150 को कर सकेगा।

अनुसूची

तालूका : चाणस्मा		जिला : पाटण		राज्य : गुजरात	
गाँव का नाम	सर्वे सं.	उप-खण्ड सं.	क्षेत्रफल		
			हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
मुलथाणीया	12	1	0	06	47

[फा. सं. आर-25011/18/2001-ओ.आर-1]

रेणुका कुमार, अवर सचिव

New Delhi, the 29th March, 2005

S. O. 1185.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum (crude) from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the "Augmentation of Viramgam-Chaksu, Chaksu-Panipat & Chaksu-Mathura sections of Salaya-Mathura pipeline System";

And, whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri R.M.Pandya, Competent Authority, Indian Oil Corporation Limited, (Pipelines Division), P.B.No.4, P.O. Viramgam, Distt. Ahmedabad, Gujarat-382150.

SCHEDULE

Taluka : Chanasma		District : Patan		State : GUJARAT		
Name of the Village	Survey no.	Sub-Division no.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
Multhaniya	12	1	0	06	47	

[No. R-25011/18/2001-O.R.-I]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 29 मार्च, 2005

का.आ. 1186.—जबकि, केन्द्रीय सरकार को यह प्रतीत होता है कि लोक हित में यह आवश्यक है कि गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक राजस्थान राज्य में चाकसू से होती हुई पेट्रोलियम (क्रूड) के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा सलाया-मथुरा पाइपलाइन प्रणाली के विरमगाम-चाकसू, चाकसू-पानीपत व चाकसू-मथुरा सेक्शनों के संवर्द्धन के कार्यान्वयन हेतु एक पाइपलाइन बिछाई जानी चाहिए; और यह प्रतीत होता है कि ऐसी पाइपलाइन बिछाने के लिए इस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में लिखित रूप में आक्षेप, श्री आर.एम.पंड्या, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, (पाइपलाइन्स प्रभाग) पो.बा.सं.4, डाकघर विरमगाम, जिला-अहमदाबाद, गुजरात-382150 को कर सकेगा।

अनुसूची

तालूका : वडगाम		जिला :बनासकांठा		राज्य : गुजरात	
गाँव का नाम	सर्वे सं.	उप-खण्ड सं.	क्षेत्रफल		
			हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
तेनीवाडा	169	1पी1	0	06	43

[फा. सं. आर-25011/18/2001-ओ.आर-1]

रेणुका कुमार, अवर सचिव

New Delhi, the 29th March, 2005

S. O. 1186.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum (crude) from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the "Augmentation of Viramgam-Chaksu, Chaksu-Panipat & Chaksu-Mathura sections of Salaya-Mathura pipeline System";

And, whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri R.M.Pandya, Competent Authority, Indian Oil Corporation Limited, (Pipelines Division), P.B.No.4, P.O. Viramgam, Distt. Ahmedabad, Gujarat-382150.

SCHEDULE

Taluka : Vadgam		District : Banaskantha		State : GUJARAT	
Name of the Village	Survey no.	Sub-Division no.	Area.		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
Teniwada	169	1P1	0	06	43

[No. R-25011/18/2001-O.R.-I]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 29 मार्च, 2005

क्रा.आ. 1187.—जबकि, केन्द्रीय सरकार को यह प्रतीत होता है कि लोक हित में यह आवश्यक है कि गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक राजस्थान राज्य में चाकसू से होती हुई पेट्रोलियम (क्रूड) के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा सलाया-मथुरा पाइपलाइन प्रणाली के विरमगाम-चाकसू, चाकसू-पानीपत व चाकसू-मथुरा सेक्शनों के संवर्द्धन के कार्यान्वयन हेतु एक पाइपलाइन बिछाई जानी चाहिए ;

और यह प्रतीत होता है कि ऐसी पाइपलाइनें बिछाने के लिए इस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में लिखित रूप में आक्षेप, श्री आर.एम.पंड्या, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, (पाइपलाइन्स प्रभाग) पो.बा.सं.4, डाकघर विरमगाम, जिला-अहमदाबाद, गुजरात-382150 को कर सकेगा।

अनुसूची

तालूका :पालनपुर		जिला :बनासकांठा		राज्य : गुजरात	
गाँव का नाम	सर्वे सं.	उप-खण्ड सं.	क्षेत्रफल		
			हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
पालनपुर	490		0	19	65

[फा. सं. आर-25011/18/2001-ओ.आर.-I]
रेणुका कुमार, अवर सचिव

New Delhi, the 29th March, 2005

S. O. 1187.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum (crude) from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the "Augmentation of Viramgam-Chaksu, Chaksu-Panipat & Chaksu-Mathura sections of Salaya-Mathura pipeline System";

And, whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri R.M.Pandya, Competent Authority, Indian Oil Corporation Limited, (Pipelines Division), P.B.No.4, P.O. Viramgam, Distt. Ahmedabad, Gujarat-382150.

SCHEDULE

Taluka : Palanpur		District : Banaskantha		State : GUJARAT	
Name of the Village	Survey no.	Sub-Division no.	Area		
			Hectare	Are	Sq.mtr
1	2	3	4	5	6
Palanpur	490		0	19	65

[No. R-25011/18/2001-O.R.-I]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 29 मार्च, 2005

का. आ. 1188.—जबकि, केन्द्रीय सरकार को यह प्रतीत होता है कि लोक हित में यह आवश्यक है कि गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक राजस्थान राज्य में चाकसू से होती हुई पेट्रोलियम (क्रूड) के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा सलाया-मथुरा पाइपलाइन प्रणाली के विरमगाम-चाकसू, चाकसू-पानीपत व चाकसू-मथुरा सेक्शनों के संवर्द्धन के कार्यान्वयन हेतु एक पाइपलाइन बिछाई जानी चाहिए ;

और यह प्रतीत होता है कि ऐसी पाइपलाइनें बिछाने के लिए इस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में लिखित रूप में आक्षेप, श्री आर.एम.पंड्या, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, (पाइपलाइन्स प्रभाग) पो.बा.सं.4, डाकघर विरमगाम, जिला-अहमदाबाद, गुजरात-382150 को कर सकेगा।

अनुसूची

तालूका : अमीरगढ		जिला : बनासकांठा		राज्य : गुजरात	
गाँव का नाम	सर्वे सं.	उप-खण्ड सं.	क्षेत्रफल		
			हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
इकबालगढ	21	6पी2	0	06	03
	21	5पी5	0	07	98

[फा. सं. आर-25011/18/2001-ओ.आर-1]

रेणुका कुमार, अवर सचिव

New Delhi, the 29th March, 2005

S. O. 1188.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum (crude) from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the "Augmentation of Viramgam-Chaksu, Chaksu-Panipat & Chaksu-Mathura sections of Salaya-Mathura pipeline System";

And, whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri R.M.Pandya, Competent Authority, Indian Oil Corporation Limited, (Pipelines Division), P.B.No.4, P.O. Viramgam, Distt. Ahmedabad, Gujarat-382150.

SCHEDULE

Taluka : Amirgadh		District : Banaskantha		State : GUJARAT	
Name of the Village	Survey no.	Sub-Division no.	Area		
			Hectare	Are	Sq ntr.
1	2	3	4	5	6
Iqbalgadh	21	6P2	0	06	03
	21	5P5	0	07	98

[No. R-25011/18/2001-O.R.-I]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 1 अप्रैल, 2005

का. आ. 1189.—केन्द्रीय सरकार ने पेट्रोलियम और प्राकृतिक गैस मंत्रालय के का. आ. 3301 दिनांक 16 दिसंबर, 2004 द्वारा पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) के अधीन अधिसूचना प्रकाशित कर, पारादीप हल्दीया पाइपलाइन प्रणाली परियोजना हेतु कच्चे तेल का परिवहन करने के प्रयोजन के लिये उड़ीसा राज्य के पारादीप से पश्चिम बंगाल के हल्दीया तक पाइपलाइन बिछाने हेतु उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट तहसील : चांदबली जिला: भद्रक, उड़ीसा की भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और उक्त अधिसूचना की प्रतियाँ जनता को दिनांक 18-01-2005 तक उपलब्ध करा दी गई थी;

और उक्त अधिनियम की धारा 6 की उप-धारा (1) के अनुसरण में सक्षम प्राधिकारी, उड़ीसा, ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा ।

अनुसूची

जिला : भद्रक

राज्य : उड़ीसा

तहसील का नाम	गाव का नाम	खसरा संख्या	क्षेत्रफल		
			हेक्टेयर	आर	वर्गमीटर
1	2	3	4	5	6
चान्दबाली	कान्डीआसाही	1044	0	24	55
		316	0	00	49
		307	0	02	62
		315	0	01	68
		313	0	03	23
		312	0	03	15
		311	0	00	95
		309	0	02	31
		310	0	06	31
		294	0	06	22
		295	0	06	42
		293	0	00	84
		291	0	05	46
		292	0	07	61
		342	0	01	65
		341	0	03	38
		346	0	03	04
		345	0	01	72
		285	0	04	20
		284	0	03	64
		282	0	03	05
		281	0	03	59
		280	0	03	42
		279	0	00	31
		278	0	04	73
		277	0	00	81
		275	0	01	37
		276	0	00	10
		273	0	00	10
		274	0	08	45
		272	0	03	92
		381	0	00	11
		382	0	11	38
		379	0	03	38
		383	0	00	36
		388	0	01	98
		387	0	05	33
		243	0	02	29
		172	0	13	78
		169	0	01	69
		170	0	00	10

1	2	3	4	5	6
		171	0	01	08
		92	0	05	85
		90	0	07	17
		89	0	06	96
		93	0	00	10
		95	0	00	22
		75	0	05	26
		76	0	04	75
		77	0	01	30
		1074	0	02	08
		45	0	00	10
		44	0	10	55
		43	0	06	53
		41	0	07	39
		32	0	04	36
		40	0	04	97
		36	0	04	71
		34	0	06	74
		35	0	01	21
	टेन्दुलीङ्गिही	1718	0	02	84
		1709	0	09	05
		1710	0	01	06
		1708	0	01	18
		1711	0	04	47
		1680	0	07	11
		1674	0	04	37
		1675	0	03	48
		1664	0	06	80
		1663	0	03	50
		2726	0	02	15
		1649	0	01	68
		1650	0	07	11
		1633	0	05	48
		1636	0	01	09
		1637	0	00	81
		1635	0	02	29
		1622	0	02	65
		1623	0	00	36
		1621	0	09	83
		1562	0	01	97
		1561	0	01	16
		1563	0	02	76
		1564	0	01	83
		1567	0	00	10
		1568	0	12	11
		1573	0	07	10

1	2	3	4	5	6
		1570	0	00	10
		1571	0	00	19
		1574	0	03	62
		1572	0	02	77
		1579	0	00	64
		1583	0	07	36
		1581	0	04	15
		1582	0	00	10
		2725	0	02	96
		2635	0	00	67
		1316	0	03	26
	दिओबिली	613	0	02	06
		612	0	19	25
		608	0	03	12
		607	0	04	29
		606	0	00	10
		603	0	02	99
		604	0	01	17
		597	0	01	23
		596	0	08	16
		591	0	09	82
		590	0	04	59
		589	0	04	14
		418	0	03	30
		417	0	02	83
		416	0	04	04
		415	0	05	98
		692	0	02	17
		414	0	09	55
		125	0	11	66
		120	0	08	30
		123	0	00	10
		122	0	00	50
		121	0	01	13
		115	0	03	24
		664	0	01	65
		667	0	01	67
		126	0	00	10
		116	0	01	10
		119	0	02	24
		111	0	01	66
		707	0	01	53
		657	0	01	53
		112	0	00	10
		110	0	03	36
		659	0	00	32

1	2	3	4	5	6
		655	0	00	79
		102	0	00	35
		113	0	01	74
		661	0	00	80
		114	0	00	34
		675	0	00	36
		66	0	00	10
		75	0	14	70
		69	0	01	34
		68	0	03	96
		76	0	04	50
		78	0	00	10
		67	0	11	24
		63	0	06	22
		62	0	07	26
		61	0	01	80
		39	0	02	88
		38	0	04	41
		35	0	02	70
		37	0	03	12
		36	0	05	11
		30	0	02	46
		32	0	05	25
		31	0	10	07
	अम्बुलो	97	0	04	27
	पुरुषोत्तमपुर	35	0	12	57
		629	0	11	85
		628	0	00	10
		577	0	12	48
		23	0	06	06
		21	0	07	48
		19	0	06	71
		20	0	03	74
		18	0	10	83
		10	0	00	15
	बौलजुड़ा	655	0	10	78
		654	0	00	10
		656	0	00	10
		657	0	04	14
		658	0	15	02
		666	0	02	72
		676	0	01	08
		663	0	02	29
		665	0	03	09
		664	0	02	05
		677	0	05	81

1	2	3	4	5	6
		694	0	00	52
		692	0	05	71
		693	0	06	70
		691	0	04	47
		690	0	01	03
		689	0	06	99
		688	0	00	10
		872	0	01	30
		700	0	02	41
		910	0	04	71
		701	0	03	45
		683	0	01	54
		394	0	04	58
		415	0	08	18
		883	0	04	50
		421	0	03	63
		422	0	04	64
		423	0	03	20
		440	0	00	10
		424	0	03	58
		425	0	17	36
		439	0	00	13
		438	0	03	81
		426	0	00	88
		437	0	04	38
		436	0	07	18
		444	0	00	65
		384	0	01	33
		435	0	01	41
		434	0	00	52
		385	0	00	96
		386	0	01	51
		388	0	00	15
		387	0	31	29
		278	0	02	32
		273	0	02	64
		272	0	20	58
		193	0	03	34
		195	0	05	78
		196	0	00	46
		200	0	19	42
		98	0	02	65
		878	0	03	37
		100	0	03	05
		99	0	03	40
		101	0	10	64

1	2	3	4	5	6
		90	0	10	64
		92	0	06	24
		88	0	07	57
		80	0	13	86
		85	0	00	91
		84	0	00	94
		89	0	00	10
		203	0	02	79
	मुल्काईमा	302	0	01	99
		753	0	45	20
		374	0	08	50
		373	0	00	10
		375	0	02	59
		392	0	04	49
		395	0	00	10
		394	0	04	77
		801	0	10	27
		393	0	01	70
		397	0	01	31
		398	0	09	64
		345	0	08	15
		344	0	01	04
		341	0	00	49
		342	0	09	05
		343	0	00	30
		340	0	00	40
		339	0	10	24
		769	0	00	10
		405	0	00	83
		768	0	03	00
		164	0	12	76
		165	0	00	52
		166	0	00	10
		161	0	00	69
		163	0	16	43
		456	0	01	95
		466	0	00	10
		467	0	03	95
		468	0	03	25
		469	0	02	34
		500	0	00	74
		501	0	10	02
		503	0	09	79
		504	0	03	56
		506	0	03	95
		507	0	03	75

1	2	3	4	5	6
		509	0	04	81
		508	0	00	73
		536	0	06	61
		537	0	00	93
		535	0	06	02
		534	0	00	50
		533	0	04	61
		532	0	01	53
		525	0	00	10
		531	0	03	91
		530	0	07	45
		790	0	00	78
		528	0	02	73
		529	0	05	55
	सानसिंगपुर	1488	0	00	10
		1494	0	04	84
		1493	0	02	20
		1495	0	04	14
		1497	0	02	49
		1498	0	01	99
		885	0	05	34
		860	0	09	52
		884	0	03	94
		861	0	00	10
		866	0	08	04
		882	0	00	10
		865	0	07	78
		864	0	05	55
		868	0	01	15
		840	0	08	64
		839	0	05	47
		828	0	12	89
		829	0	14	61
		830	0	02	35
		822	0	00	20
		699	0	03	30
		698	0	34	06
		697	0	03	41
		696	0	01	95
		684	0	00	10
		681	0	09	89
		682	0	00	28
		680	0	03	48
		679	0	29	70
		1898	0	04	20
		1899	0	03	52

1	2	3	4	5	6
		666	0	00	30
		2366	0	17	78
		461	0	31	98
		177	0	01	41
		178	0	05	43
		181	0	00	10
		182	0	02	91
		183	0	00	69
		184	0	03	19
		187	0	08	17
		185	0	02	15
		188	0	04	62
		2438	0	02	48
		192	0	03	32
		203	0	11	71
		204	0	04	41
		205	0	00	22
		208	0	16	94
		209	0	00	16
		214	0	07	43
		215	0	03	00
		216	0	01	16
		217	0	00	10
		213	0	03	91
		220	0	00	17
		221	0	02	99
		222	0	10	76
		226	0	03	33
		228	0	10	40
		229	0	00	84
		230	0	00	10
		396	0	05	67
		397	0	04	76
		398	0	00	50
		399	0	00	38
		402	0	00	37
	रामपुर	1	0	05	43
		147	0	00	10
		145	0	12	32
		144	0	00	71
		142	0	10	23
		141	0	04	13
		139	0	00	96
		138	0	07	16
		137	0	00	10
		129	0	11	21

1	2	3	4	5	6
		130	0	01	25
		131	0	05	97
		132	0	00	10
		120	0	01	37
	घाटपुर	3147	0	12	14
		4793	0	07	43
		4794	0	01	20
		4795	0	06	00
		4800	0	00	22
		4796	0	03	11
		4799	0	01	23
		4798	0	01	68
		4797	0	05	41
		4766	0	03	45
		4765	0	03	71
		4761	0	02	22
		4760	0	01	30
		4767	0	00	10
		4756	0	16	22
		4759	0	00	10
		4755	0	00	19
		4754	0	00	69
		4752	0	01	53
		4753	0	00	10
		4750	0	07	59
		3221	0	07	04
		3220	0	00	43
		3212	0	07	16
		4995	0	05	87
		3215	0	00	67
		3218	0	00	89
		3217	0	00	10
		3211	0	04	22
		3201	0	01	51
		3200	0	03	08
		3186	0	03	80
		3177	0	08	19
		3176	0	00	19
		3169	0	03	19
		3166	0	02	50
		3168	0	06	32
		3155	0	01	35
		3156	0	05	35
		3149	0	01	65
		3140	0	01	43
		3138	0	06	53

1	2	3	4	5	6
		3139	0	00	10
		3136	0	03	72
		3137	0	00	87
		3135	0	02	27
		3128	0	06	27
		3129	0	04	90
		3127	0	04	90
		3125	0	01	07
		2996	0	13	09
		2997	0	05	10
		2998	0	10	00
		3030	0	02	71
		2999	0	01	49
		3012	0	01	82
		3011	0	04	18
		4892	0	00	72
		3003	0	00	57
		3006	0	09	35
		3005	0	04	82
		3004	0	06	85
		2768	0	16	63
		2786	0	08	99
		2789	0	00	10
		4859	0	01	32
		2785	0	01	57
		2791	0	03	18
		2784	0	00	38
		2792	0	10	86
		2793	0	00	10
		2800	0	00	98
		2799	0	10	12
		4825	0	01	32
		2807	0	00	47
		2806	0	07	10
		2812	0	04	50
		2813	0	02	17
		2814	0	02	23
		2815	0	02	94
		2821	0	03	55
		2827	0	07	03
		2826	0	06	14
		2835	0	09	10
		2838	0	02	47
		2837	0	00	32
		2836	0	03	60
		2529	0	00	10

1	2	3	4	5	6
		2822	0	00	23
		2530	0	01	74
		2529	0	02	98
		2506	0	03	01
		2507	0	09	37
		2508	0	11	94
		4941	0	07	18
		4940	0	00	17
		2510	0	00	15
		2511	0	01	24
		2514	0	01	44
		2512	0	00	10
		2513	0	02	98
		2109	0	01	42
		2430	0	15	69
		2427	0	02	80
		2425	0	04	84
		2424	0	02	60
		2423	0	00	10
		2120	0	10	86
		2418	0	03	12
		2122	0	18	42
		2125	0	00	10
		2126	0	00	62
		2124	0	00	10
		2123	0	02	68
		1928	0	12	32
		1918	0	00	69
		1919	0	10	14
		1921	0	00	62
		1917	0	03	33
		1916	0	01	86
		1914	0	05	16
		1915	0	04	14
		4973	0	00	33
		1896	0	00	27
		4891	0	04	60
		1895	0	00	22
		1893	0	06	74
		1894	0	06	63
		1891	0	01	12
		1880	0	00	10
		1881	0	02	14
		1884	0	15	03
		1883	0	02	71
		1740	0	06	44

1	2	3	4	5	6
		1742	0	00	93
		1743	0	00	32
		1741	0	01	54
		1735	0	08	64
		1636	0	10	70
		1737	0	01	01
		1648	0	09	82
		1649	0	00	10
		1647	0	08	75
		1638	0	04	40
		1635	0	03	60
		1634	0	07	08
		1633	0	04	82
		1628	0	10	41
		1613	0	13	67
		1612	0	00	56
		1303	0	67	50
		1256	0	05	77
		1255	0	15	47
		1258	0	06	44
		414	0	08	77
		210	0	00	10
		412	0	08	34
		411	0	01	86
		410	0	00	27
		413	0	04	87
		211	0	00	88
		235	0	05	18
		236	0	28	74
		237	0	00	10
		4994	0	00	10
		238	0	01	03
		4849	0	07	18
		239	0	11	36
		240	0	02	12
		244	0	11	52
		245	0	05	23
		251	0	05	93
		243	0	00	10
		242	0	00	10
		4926	0	14	95
		264	0	08	65
		265	0	00	10
		269	0	31	06
		338	0	05	96
		324	0	06	78

1	2	3	4	5	6
		323	0	01	68
		325	0	01	84
		322	0	05	73
		321	0	02	57
		320	0	03	99
		317	0	04	32
		319	0	03	56
		318	0	05	59
		316	0	00	25
	बरासिंगपुर	178	0	00	10
		179	0	05	94
		183	0	01	48
		187	0	04	88
		188	0	04	94
		189	0	08	13
		150	0	04	37
		190	0	01	49
		149	0	03	37
		148	0	09	62
		146	0	02	35
		145	0	09	45
		2080	0	00	10
		140	0	05	34
		151	0	02	21
		12	0	07	87
		11	0	04	03
		8	0	02	12
		2	0	02	50
		1	0	03	76
	माधापुर	3526	0	01	82
		3131	0	04	97
		3128	0	04	89
		3133	0	01	51
		3125	0	07	62
		3126	0	01	23
		3122	0	03	22
		3123	0	03	22
		3124	0	00	10
		3121	0	00	52
		3120	0	11	14
		3104	0	01	00
		3105	0	02	69
		3106	0	03	34
		3107	0	10	56
		3108	0	01	70
	खारीजन	24	0	08	05

1	2	3	4	5	6
		26	0	04	47
		25	0	10	42
		52	0	01	52
		99	0	11	18
		100	0	01	96
		95	0	02	27
		98	0	15	43
		97	0	20	16
	लक्ष्मीप्रसाद	54	0	14	49
		53	0	00	10
		55	0	08	86
		57	0	10	26
		58	0	00	10
		59	0	01	78
		60	0	15	10
		63	0	00	99
		64	0	01	67
		65	0	01	31
	सन्तरापुर	1708	0	00	84
		1663	0	06	96
		1672	0	02	50
		1671	0	06	61
		1673	0	00	90
		1674	0	00	60
		1675	0	00	10
		1669	0	05	37
		1760	0	03	95
		1761	0	03	31
		1678	0	08	39
		1509	0	17	44
		1510	0	00	10
		1513	0	00	14
		1536	0	04	11
		1514	0	03	20
		1515	0	19	08
		1518	0	00	10
		1507	0	00	52
		1516	0	11	00
		1517	0	00	10
		1498	0	10	91
		1497	0	11	72
		1496	0	08	18
		1495	0	00	19
		1494	0	08	65
		1533	0	00	55
		1532	0	00	43

1	2	3	4	5	6
		1537	0	07	18
		1493	0	00	18
		1540	0	00	29
		1541	0	13	44
		1542	0	11	38
		1543	0	03	97
		1544	0	00	10
		1545	0	07	18
		1546	0	04	74
		1547	0	03	41
		1420	0	00	56
		1419	0	05	72
		1138	0	15	54
		1742	0	05	65
		1098	0	07	68
		1096	0	01	24
		1097	0	03	85
		1094	0	07	51
		1093	0	04	42
		1142	0	05	07
		1143	0	10	89
		1144	0	02	48
		1762	0	11	29
		1145	0	00	75
		1146	0	11	53
		1083	0	11	72

[फा. सं. आर-25011/11/2004-ओ.आर-1]

एस. के. चिटकारा, अवसर सचिव

New Delhi, the 1st April, 2005

S. O. 1189.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 3301 dated the 16 December, 2004 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act) the Central Government declared its intention to acquire the right of user in the land in Tehsil: Chandbali, District: Bhadrak, in Orissa State, specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Crude Oil from Paradip in the State of Orissa to Haldia in the State of West Bengal by the Indian Oil Corporation Limited for implementing the Paradip Haldia Crude Oil Pipeline Project.

And whereas, copies of the said notification were made available to the public on 18.01.2005;

And whereas, the Competent Authority, has under sub-section (1) of section 6 of the said Act, submitted his report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this Notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vests from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

Schedule**District : Bhadrak****State : Orissa**

Name of Tehsil	Name of Village	Khasara No.	Area		
			Hectare	Are	Sq. Mtrs.
1	2	3	4	5	6
Chandbali	Kandiasahi	1044	0	24	55
		316	0	00	49
		307	0	02	62
		315	0	01	68
		313	0	03	23
		312	0	03	15
		311	0	00	95
		309	0	02	31
		310	0	06	31
		294	0	06	22
		295	0	06	42
		293	0	00	84
		291	0	05	46
		292	0	07	61
		342	0	01	65
		341	0	03	38
		346	0	03	04
		345	0	01	72
		285	0	04	20
		284	0	03	64
		282	0	03	05
		281	0	03	59
		280	0	03	42
		279	0	00	31
		278	0	04	73
		277	0	00	81
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		273	0	00	10
		274	0	08	45
		272	0	03	92
		381	0	00	11
		382	0	11	38
		379	0	03	38
		383	0	00	36
		388	0	01	98
		387	0	05	33
		243	0	02	29
		172	0	13	78
		169	0	01	69
		170	0	00	10

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		93	0	00	10
		95	0	00	22
		75	0	05	26
		76	0	04	75
		77	0	01	30
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		1710	0	01	06
		1708	0	01	18
		1711	0	04	47
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		1674	0	04	37
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		1664	0	06	80
		1663	0	03	50
		2726	0	02	15
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		1633	0	05	48
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		1637	0	00	81
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		1623	0	00	36
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		1562	0	01	97
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		603	0	02	99
		604	0	01	17
		597	0	01	23
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		589	0	04	14
		418	0	03	30
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		116	0	01	10
		119	0	02	24
		111	0	01	66
		707	0	01	53
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		110	0	03	36
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		675	0	00	36
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		76	0	04	50
		78	0	00	10
		67	0	11	24
		63	0	06	22
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		32	0	05	25
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	Ambulo	97	0	04	27
	Purushottampur	35	0	12	57
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		628	0	00	10
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	Bauljuda	655	0	10	78
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		666	0	02	72
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		664	0	02	05
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		506	0	03	95
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		188	0	04	62
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		214	0	07	43
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		226	0	03	33
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		402	0	00	37
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	Ghatpur	3147	0	12	14
		4793	0	07	43
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		4796	0	03	11
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		3011	0	04	18
		4892	0	00	72
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		3005	0	04	82
		3004	0	06	85
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		2785	0	01	57
		2791	0	03	18
		2784	0	00	38
		2792	0	10	86
		2793	0	00	10
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		2799	0	10	12
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		2806	0	07	10
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		2814	0	02	23
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		2514	0	01	44
		2512	0	00	10
		2513	0	02	98
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	Barasingpur	178	0	00	10
		179	0	05	94
		183	0	01	48
		187	0	04	88
		188	0	04	94
		189	0	08	13
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		11	0	04	03
		8	0	02	12
		2	0	02	50
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	Lakshmiprasad	54	0	14	49
		53	0	00	10
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		58	0	00	10
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		64	0	01	67
		65	0	01	31
	Santarapur	1708	0	00	84
		1663	0	06	96
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[No. R-25011/11/2004-O.R.-I]
S. K. CHITKARA, Under Secy.

नई दिल्ली, 1 अप्रैल, 2005

का.आ. 1190.—केंद्रीय सरकार ने पेट्रोलियम और प्राकृतिक गैस मंत्रालय के का. आ. 3300 दिनांक 16 दिसंबर, 2004 द्वारा पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) के अधीन अधिसूचना प्रकाशित कर, पारादीप हल्दीया पाइपलाइन प्रणाली परियोजना हेतु कच्चे तेल का परिवहन करने के प्रयाजन के लिये उड़ीसा राज्य के पारादीप से पश्चिम बंगाल के हल्दीया तक पाइपलाइन बिछाने हेतु उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट तहसील : महाकालपाड़ा, पट्टामुन्डई, औल और राजकनिका जिला: केन्द्रपड़ा, उड़ीसा की भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी:

और उक्त अधिसूचना की प्रतियाँ जनता को दिनांक 18-01-2005 तक उपलब्ध करा दी गई थी:

और उक्त अधिनियम की धारा 6 की उप-धारा (1) के अनुसरण में सक्षम प्राधिकारी, उड़ीसा, ने केंद्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केंद्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना में उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अतः, अब, केंद्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये घोषणा करती है कि इस अधिसूचना में उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है;

और केंद्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केंद्रीय सरकार में निहित होने की वजह से सभी विल्लंगमां से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा ।

अनुसूची

जिला : केन्द्रपाड़ा

राज्य : उड़ीसा

तहसील का नाम	गाँव का नाम	खसरा संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
मैहकालपाड़ा	बन्धपारा	366	0	01	03
		103	0	15	57
		206	0	02	02
		352	0	00	10
		204	0	00	31
		205	0	01	36
		201	0	04	81
		200	0	01	85
		375	0	08	10
		374	0	01	34
		175	0	07	02
		174	0	06	85
		173	0	00	10
		52	0	03	16
		362	0	13	42
		17	0	12	42
		15	0	08	34
		16	0	00	10
		14	0	14	56
		18	0	05	40
		6	0	04	01
		5	0	00	19
		2	0	12	39
	काकटपूर	490	0	09	37
		489	0	05	73
		488	0	08	76
		483	0	03	02
		484	0	06	00
		479	0	00	10
	गगुआ	464	0	02	42
		768	0	02	83
		753	0	04	60
		1109	0	06	96
		1023	0	07	59
		754	0	03	52
		755	0	07	94
		756	0	04	98
		732	0	16	05
		731	0	00	33
		726	0	06	83

1	2	3	4	5	6
		727	0	00	93
		724	0	02	60
		722	0	01	37
		723	0	00	10
		716	0	00	65
		725	0	04	55
		721	0	01	46
		719	0	01	37
		1126	0	00	28
	बाबर	418	0	00	50
		499	0	00	53
		419	0	41	72
		417	0	01	95
	संराहामा	458	0	02	72
		457	0	09	56
		456	0	04	22
		459	0	02	26
		460	0	03	90
		455	0	02	70
		454	0	02	26
		453	0	01	66
		452	0	05	46
		445	0	01	24
		446	0	04	03
		451	0	02	22
		447	0	04	21
		450	0	05	66
		427	0	02	58
		449	0	00	10
		426	0	00	48
		425	0	08	48
		423	0	06	12
		422	0	00	88
		419	0	00	10
		421	0	00	10
		1507	0	00	10
		18	0	17	51
		22	0	08	50
		23	0	06	12
		1464	0	00	10
		24	0	08	84
		25	0	02	83
		26	0	00	10
		5	0	13	52
		4	0	00	72
पट्टामुन्डई	सनकृपा	473	0	00	10
		472	0	01	94

1	2	3	4	5	6
		471	0	07	11
		470	0	00	83
		469	0	02	02
		468	0	04	72
		452	0	03	07
		640	0	00	45
		641	0	02	30
		453	0	02	97
		642	0	01	90
		534	0	00	66
		454	0	00	46
		599	0	03	40
		456	0	03	44
		415	0	05	34
		516	0	01	52
		515	0	06	52
		514	0	00	66
		419	0	04	64
		417	0	03	61
		418	0	01	73
		33	0	00	10
		38	0	07	68
		39	0	01	58
		37	0	06	62
		36	0	03	89
		598	0	04	25
	बाटीपाड़ा	174	0	01	71
		181	0	00	50
		182	0	03	04
		175	0	09	37
		171	0	15	07
		80	0	00	87
		406	0	06	11
		81	0	05	31
		407	0	00	23
		82	0	09	49
		83	0	01	03
		350	0	05	79
		106	0	05	38
	सातकुड़िया	397	0	06	69
		393	0	04	49
		392	0	03	59
		402	0	08	62
		915	0	04	58
		403	0	06	64
		304	0	09	53

1	2	3	4	5	6
		761	0	01	68
		292	0	15	01
		771	0	00	14
		772	0	05	77
		9	0	11	71
		8	0	00	75
		7	0	06	56
		6	0	01	47
	बाउलाना	2146	0	02	92
		2241	0	06	45
		2467	0	03	96
		2240	0	00	37
		2435	0	10	44
		2233	0	04	18
		2232	0	03	25
		2231	0	03	35
		2230	0	01	30
		2228	0	10	12
		2227	0	00	10
		2229	0	01	24
		2189	0	03	80
		2190	0	03	58
		2174	0	10	29
		2339	0	00	29
		2253	0	08	88
		1656	0	00	85
		1654	0	09	63
		1666	0	05	48
		1667	0	05	97
		1668	0	00	10
		1668	0	00	98
		1672	0	09	39
		1673	0	00	10
		1670	0	02	11
		1671	0	03	44
		1643	0	09	68
		1595	0	00	60
		1596	0	05	00
		1597	0	05	45
		1598	0	00	10
		1592	0	02	38
		1600	0	03	16
		1599	0	00	49
		1602	0	04	90
		1603	0	02	92
		1609	0	08	14

1	2	3	4	5	6
		1610	0	00	27
		1604	0	00	10
		1611	0	02	23
		1612	0	02	31
		1394	0	02	39
		1399	0	03	62
		1398	0	09	16
		1397	0	00	19
		1396	0	08	59
		1395	0	00	10
		1336	0	11	98
		1335	0	03	30
		1331	0	06	18
		1315	0	02	62
		1316	0	02	49
		1317	0	00	71
		1314	0	03	53
		1313	0	03	23
		1312	0	06	02
		1299	0	03	06
		1297	0	01	07
		1298	0	02	92
		1300	0	04	99
		877	0	49	21
		867	0	03	42
		866	0	07	10
		865	0	01	44
		858	0	00	96
		859	0	05	37
		860	0	03	66
		861	0	02	57
		832	0	00	10
		833	0	04	25
		835	0	01	45
		834	0	03	13
		837	0	01	65
		836	0	00	10
		838	0	03	92
		839	0	03	58
		822	0	01	99
		819	0	05	06
		821	0	00	51
		820	0	00	82
		818	0	02	68
		2463	0	02	19
		807	0	11	21

1	2	3	4	5	6.
		809	0	04	81
		808	0	07	52
		791	0	05	18
		CANAL	0	04	87
	ब्रह्मपुर	446	0	03	30
		706	0	01	45
		418	0	04	29
		417	0	06	86
		420	0	01	15
		415	0	08	79
		421	0	01	53
		422	0	00	16
		413	0	05	50
		412	0	04	94
		411	0	04	57
		423	0	01	01
		404	0	01	12
		410	0	01	56
		409	0	02	41
		408	0	01	79
		407	0	01	74
		406	0	01	37
	चड़िया	566	0	05	48
		567	0	02	49
		584	0	02	32
		574	0	06	76
		573	0	04	04
		572	0	01	85
		575	0	02	67
		772	0	01	61
		576	0	07	52
		579	0	01	24
		577	0	05	72
		578	0	00	10
		559	0	06	76
		558	0	15	02
		560	0	00	10
		391	0	00	80
		392	0	01	87
		557	0	04	68
		556	0	02	84
		526	0	11	96
		525	0	04	70
		524	0	00	10
		527	0	00	20
		523	0	09	69

1	2	3	4	5	6
		517	0	02	30
		518	0	10	73
		514	0	04	98
		513	0	02	57
		512	0	00	16
		511	0	08	03
		510	0	04	22
		508	0	01	00
		509	0	01	28
		507	0	03	28
		115	0	00	72
		113	0	02	91
	बुहाल	554	0	09	38
		545	0	02	67
		544	0	01	98
		547	0	00	22
		543	0	06	61
		539	0	02	27
		538	0	00	62
		537	0	01	99
		541	0	00	10
		536	0	01	15
		888	0	02	06
		889	0	01	89
		535	0	06	80
		180	0	03	25
		177	0	03	50
		178	0	12	19
		101	0	01	34
		148	0	09	08
		147	0	01	54
		149	0	07	16
		141	0	02	37
		122	0	01	26
		883	0	07	64
		102	0	02	57
		151	0	04	02
		850	0	07	80
		851	0	04	90
		86	0	01	95
		801	0	00	48
		800	0	06	04
		87	0	06	51
		799	0	04	48
		798	0	00	21
		272	0	02	97

1	2	3	4	5	6
		52	0	01	81
		273	0	01	09
		51	0	01	63
		274	0	00	48
		436	0	02	13
		438	0	03	75
		29	0	04	11
		440	0	01	63
		23	0	00	96
		757	0	00	82
		27	0	09	87
		28	0	03	90
		458	0	02	05
		457	0	01	83
		459	0	10	30
		462	0	11	64
		463	0	03	30
देउली		33	0	09	72
		476	0	07	78
		34	0	19	96
		35	0	00	45
		19	0	07	03
		18	0	12	05
		474	0	03	07
		7	0	01	92
		5	0	01	90
		4	0	01	89
		3	0	01	38
		2	0	04	37
		85	0	02	32
		84	0	06	36
		211	0	00	13
		87	0	04	36
		108	0	00	10
		89	0	11	57
		99	0	01	43
		98	0	05	52
		97	0	06	21
		95	0	02	91
		94	0	17	72
		91	0	00	10
बन्तो		1289	0	02	25
		1272	0	03	55
		1271	0	00	10
		1275	0	03	16
		1276	0	01	00

1	2	3	4	5	6
		1269	0	00	15
		1270	0	03	56
		1261	0	04	92
		1224	0	02	24
		1344	0	00	10
		253	0	07	90
		254	0	02	71
		255	0	02	08
		256	0	01	33
		257	0	02	68
		260	0	00	64
		1223	0	09	35
		270	0	11	36
		267	0	00	10
		271	0	03	00
		272	0	00	82
		209	0	00	15
		208	0	04	80
		207	0	01	95
		203	0	02	80
		202	0	00	31
		190	0	00	27
		197	0	08	06
		193	0	06	43
		196	0	03	10
		194	0	12	75
		195	0	00	10
		184	0	16	58
		181	0	00	31
		178	0	02	97
		179	0	03	10
		177	0	04	09
		176	0	06	85
		1319	0	02	17
		175	0	05	38
		174	0	05	19
		172	0	10	39
		171	0	02	83
		128	0	02	05
		63	0	00	30
		62	0	03	42
		1312	0	03	61
		1315	0	00	86
		61	0	02	75
		43	0	03	94
		41	0	01	95

1	2	3	4	5	6
		44	0	11	26
		40	0	02	17
		1323	0	07	22
		47	0	00	11
		34	0	07	35
		29	0	19	53
		15	0	02	93
		1293	0	00	10
		1294	0	04	25
		1295	0	09	65
	अन्धारूआ	18	0	00	49
		15	0	00	10
		19	0	00	35
		20	0	00	57
		13	0	00	10
	मालीपुर	2399	0	04	95
		1584	0	04	01
		1585	0	01	91
		1586	0	03	99
		2125	0	01	20
		1288	0	10	37
		1581	0	03	20
		2471	0	11	60
		1551	0	05	86
		1580	0	00	10
		2240	0	05	56
		2244	0	05	00
		2494	0	00	10
		1555	0	04	95
		1544	0	14	29
		1543	0	06	09
		1529	0	07	52
		1523	0	05	92
		2003	0	05	93
		1524	0	00	10
		1508	0	00	13
		1505	0	00	10
		1507	0	03	57
		1506	0	00	13
		2011	0	00	28
		1475	0	01	51
		2010	0	01	20
		1474	0	01	00
		1126	0	00	88
		1473	0	02	58
		2210	0	00	94

1	2	3	4	5	6
		2203	0	01	41
		1454	0	00	39
		1452	0	03	00
		1455	0	00	10
		1451	0	09	22
		1450	0	02	02
		1453	0	01	41
		1449	0	00	10
		1440	0	02	55
		1441	0	05	55
		2197	0	04	04
		1439	0	06	58
		2460	0	00	46
		1415	0	00	33
		1414	0	07	58
		1413	0	00	10
		1417	0	08	61
		1392	0	00	10
		1418	0	04	16
		2062	0	01	42
		1391	0	01	89
		2061	0	02	94
		1390	0	10	12
		1389	0	03	48
		1314	0	00	24
		1388	0	00	23
		2103	0	02	40
		1387	0	01	45
		2330	0	01	60
		2331	0	00	32
	अधाजोरी	14	0	00	28
		16	0	03	91
		17	0	00	20
		11	0	27	65
		6	0	09	13
		7	0	00	14
		5	0	05	38
		4	0	06	92
		3	0	07	15
		2	0	09	49
		15	0	00	15
		1	0	01	22
	बालीपटना	2343	0	01	65
		465	0	01	40
		464	0	02	81
		460	0	00	47

1	2	3	4	5	6
		462	0	01	17
		461	0	03	00
		456	0	00	20
		457	0	05	47
		442	0	01	14
		431	0	00	10
		430	0	02	50
		424	0	04	66
		429	0	00	10
		423	0	00	10
		426	0	00	98
		425	0	02	98
		520	0	19	87
		2612	0	01	99
		609	0	02	82
		610	0	07	40
		2810	0	02	52
		621	0	05	62
		643	0	17	12
		648	0	03	54
		650	0	06	67
		652	0	03	21
		651	0	00	82
		653	0	02	61
		2509	0	04	08
		2582	0	05	75
		667	0	04	16
		2945	0	03	40
		385	0	00	50
		386	0	03	04
		387	0	04	57
		115	0	06	52
		114	0	04	18
		113	0	01	57
		136	0	00	10
		2759	0	00	63
		112	0	02	92
		108	0	03	25
		389	0	02	45
		106	0	00	61
		105	0	01	12
		103	0	02	03
		102	0	03	27
		104	0	00	30
		101	0	06	16
		96	0	04	32

1	2	3	4	5	6
		95	0	01	81
		94	0	00	14
		2788	0	01	25
		87	0	11	70
		88	0	00	26
		2935	0	00	50
		2727	0	00	55
		69	0	08	40
		76	0	04	09
		75	0	01	02
		77	0	02	73
		72	0	00	10
	डामरपुर	2507	0	06	54
		2506	0	05	85
		2505	0	00	10
		2504	0	03	68
		2464	0	03	30
		2465	0	03	01
		2466	0	01	45
		2467	0	00	95
		2443	0	00	82
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		2433	0	03	93
		2438	0	04	42
		2424	0	00	10
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		2417	0	03	00
		2403	0	02	65
		2418	0	00	10
		2402	0	03	99
		2401	0	05	26
	श्रीरामपुर	1461	0	05	53
		1470	0	00	94
		1469	0	02	62
		1472	0	03	78
		1473	0	00	80
		1468	0	04	98
		1483	0	07	75

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		1438	0	00	60
		1435	0	03	78
		1433	0	05	76
		1432	0	05	21
		1429	0	05	46
		1428	0	05	45
		3015	0	01	15
		1426	0	11	73
		1427	0	02	20
		1401	0	04	37
		1400	0	00	87
		1403	0	04	44
		1402	0	05	52
		1386	0	04	53
		3013	0	03	17
		1387	0	00	10
		1280	0	10	36
		1281	0	00	71
		1273	0	01	52
		1276	0	02	31
		1274	0	04	77
		1275	0	02	30
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		2497	0	01	15
		2496	0	03	46
		1257	0	00	69
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		1138	0	01	87
		1136	0	01	90
		1141	0	01	58
		2875	0	01	15
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		2876	0	00	10
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		1132	0	00	97
		1143	0	00	18
		1147	0	00	14
		1144	0	02	85
		1146	0	01	79
		1145	0	01	80
		1153	0	14	85
		1154	0	01	76
		1155	0	01	75
		1156	0	00	15

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		865	0	13	80
		864	0	01	31
		867	0	04	03
		869	0	03	85
		868	0	02	62
		872	0	01	61
		2903	0	01	71
	पालपटना	4255	0	01	53
		4256	0	00	25
		4254	0	07	82
		4251	0	00	72
		4252	0	03	99
		4253	0	00	69
		4229	0	02	31
		4224	0	04	50
		4748	0	01	06
		4225	0	04	60
		4226	0	03	83
		4227	0	03	46
		4109	0	01	06
		4110	0	01	23
		4111	0	00	10
		4112	0	09	02
		4113	0	00	42
		4114	0	03	44
		4104	0	01	65
		4879	0	03	85
		4539	0	01	60
		4103	0	01	61
		4102	0	02	21
		4696	0	01	45
		2152	0	01	73
		2153	0	01	12
		2154	0	01	52
		2156	0	00	88
		2158	0	05	46
		2157	0	02	25
		2159	0	07	04
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		2740	0	00	10
		2739	0	02	22
		2738	0	01	38
		2735	0	00	15
		4623	0	09	69
		2746	0	00	10
		2734	0	04	89
		2733	0	03	28

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		4775	0	01	96
		4776	0	00	27
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		2728	0	06	87
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		2757	0	00	10
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		2722	0	00	10
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		2719	0	05	19
		2720	0	00	10
		2717	0	00	33
		4622	0	08	94
		2785	0	00	10
		2786	0	00	58
		2787	0	02	38
		2788	0	03	74
		2706	0	00	10
		2705	0	02	90
		2704	0	02	73
		2703	0	00	21
		2707	0	14	76
		2681	0	00	10
		2682	0	03	19
		2683	0	06	75
		2684	0	01	64
		2685	0	01	04
		2608	0	02	90
		2595	0	00	10
		2596	0	03	28
		2597	0	04	03
		2598	0	00	10
		2593	0	03	83
		4544	0	33	14
मील	आलहा	710	0	10	89
		826	0	02	84
		707	0	01	59
		706	0	07	53
		704	0	00	47
		642	0	00	51

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		409	0	00	13
		430	0	02	89
		429	0	06	70
		427	0	04	48
		759	0	00	66
		426	0	01	25
		414	0	01	08
		415	0	01	47
		423	0	00	18
		416	0	02	37
		419	0	05	14
		768	0	04	15
		417	0	00	75
		418	0	01	03
		400	0	01	49
		857	0	01	44
		401	0	01	18
		398	0	06	40
	राइसरपुर	234	0	10	50
		272	0	02	23
		297	0	06	38
		233	0	09	30
		232	0	09	00
		311	0	04	30
		312	0	07	63
		310	0	00	84
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		315	0	03	78
		314	0	00	10
		316	0	40	41
		160	0	00	10
		161	0	03	37
		93	0	02	67
		73	0	00	25
		96	0	02	85
		97	0	01	86
		98	0	01	90
		463	0	01	40
		99	0	14	43
		90	0	00	10
		101	0	04	10
		100	0	03	50
		105	0	01	62
		106	0	03	83

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	मोहासानी	2664	0	01	96
		2665	0	01	36
		2666	0	08	87
		2809	0	01	87
		2671	0	01	92
		2673	0	00	83
		2897	0	02	66
		2669	0	02	84
		2674	0	01	41
		2675	0	00	90
		2654	0	05	97
		2650	0	02	44
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		2562	0	08	01
		2561	0	10	04
		2556	0	10	96
		2885	0	04	44
		2518	0	05	27
		2517	0	06	85
		2516	0	05	91
		2195	0	00	10
		2514	0	00	75
		2925	0	04	49
		2515	0	05	28
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		2388	0	09	19
		2389	0	03	00
		2380	0	04	87
		2390	0	04	22
		2386	0	21	37
		2224	0	00	13
		2393	0	00	44
		2395	0	11	25
		2396	0	01	17
		2401	0	10	59
		2402	0	03	65
		2411	0	04	00
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		2417	0	00	89
		2420	0	00	18
		2418	0	03	59
		1248	0	05	78
		1247	0	05	37
		1249	0	00	32
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		1201	0	02	00
		1227	0	02	02
		1228	0	00	10
		1212	0	03	67
		1226	0	06	79
		2771	0	00	10
		1221	0	05	69
		1222	0	02	37
		1220	0	03	90
		1216	0	01	17
		1217	0	08	45
		1142	0	06	61
		1140	0	00	12
		1139	0	03	67
		1137	0	00	10
		1136	0	06	42
		1132	0	00	21
		1134	0	01	15
		989	0	03	41
		995	0	02	74
		994	0	00	10
		972	0	10	07
		967	0	09	49
		973	0	17	18
		966	0	04	82
		964	0	06	18
		963	0	01	32
		962	0	01	42
		961	0	01	99
		960	0	10	52
	चान्ड़ियागड़ी	1176	0	07	00
		1175	0	06	31
		2800	0	05	32
		1174	0	00	93
		1126	0	03	76

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		1128	0	02	35
		1131	0	09	50
		1067	0	03	74
		1066	0	04	41
		1065	0	04	63
		1064	0	04	01
		1058	0	00	41
		1059	0	06	57
		574	0	09	04
		575	0	08	67
		573	0	01	09
		2613	0	03	52
		576	0	06	03
		577	0	05	58
		539	0	00	95
		543	0	02	37
		540	0	04	80
		537	0	14	69
		536	0	02	58
		531	0	00	28
		532	0	10	06
		521	0	00	82
		394	0	13	33
		393	0	01	82
		395	0	15	41
		502	0	00	73
		396	0	05	50
		501	0	10	01
		397	0	01	97
		500	0	01	96
		488	0	09	02
		487	0	06	97
		474	0	01	55
		473	0	00	18
		475	0	14	24
		476	0	01	68
		452	0	03	75
		477	0	04	31
		451	0	02	96
		444	0	04	28
		447	0	01	69
		446	0	13	72
	सितलेश्वर	796	0	11	21
		794	0	00	84
		795	0	00	10

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		2023	0	02	97
		785	0	15	87
		780	0	04	64
		776	0	16	44
		775	0	04	71
		754	0	03	58
		755	0	07	52
		1991	0	05	12
		751	0	05	15
		1992	0	06	61
		743	0	04	93
		741	0	09	16
		742	0	07	65
		488	0	01	18
		487	0	02	65
		485	0	08	17
		483	0	06	00
		484	0	00	13
		482	0	02	37
		1996	0	06	98
		1994	0	00	28
		458	0	00	10
		1995	0	04	11
		481	0	07	35
		474	0	02	50
		473	0	00	10
		475	0	03	41
		476	0	11	22
		471	0	00	10
		477	0	00	26
		2077	0	03	38
		52	0	02	19
		54	0	03	61
		53	0	10	24
		75	0	01	75
		47	0	07	58
		76	0	01	80
		1944	0	06	04
		77	0	00	12
		45	0	01	00
		78	0	04	81
		79	0	00	10
		92	0	00	10
		28	0	00	10
		38	0	23	37

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		34	0	00	30
		8	0	05	80
		7	0	03	42
		6	0	05	77
		3	0	06	24
		2093	0	01	61
		2	0	01	93
		1	0	00	10
	सालिआन्व	998	0	00	92
		992	0	01	81
		991	0	09	27
		967	0	00	10
	नियाल	1817	0	11	94
		1818	0	00	92
		1816	0	10	97
		1815	0	10	07
		1684	0	05	46
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		1686	0	08	86
		1697	0	07	91
		1688	0	00	10
		1694	0	02	06
		2356	0	02	49
		1696	0	01	79
		1641	0	04	83
		1675	0	02	58
		1674	0	02	95
		1642	0	03	00
		1646	0	02	43
		1643	0	01	25
		1647	0	01	15
		1645	0	02	56
		1650	0	03	69
		1651	0	07	76
		1653	0	16	78
		2333	0	21	38
		1487	0	00	71
		1494	0	02	03
		1495	0	05	79
		1498	0	07	26
		2501	0	00	34
		1497	0	02	92
		1499	0	06	65
		1500	0	00	10

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		1504	0	04	07
		1503	0	04	79
		1458	0	01	03
		1453	0	01	04
		1454	0	03	67
		1455	0	10	33
		1436	0	28	10
		1431	0	07	17
		1437	0	04	68
		1430	0	10	84
		1427	0	09	63
		1425	0	06	34
		1424	0	14	39
		118	0	04	16
		117	0	04	23
		116	0	04	03
		115	0	04	34
		114	0	02	07
		112	0	03	49
		113	0	02	36
		101	0	05	20
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		2546	0	11	99
		98	0	00	10
		97	0	00	28
		99	0	00	10
		94	0	09	10
		7	0	03	27
		6	0	00	79
		5	0	12	52
		4	0	01	39
		3	0	14	95
		2	0	07	66
	इन्डोल	1002	0	00	15
		1155	0	00	93
		1001	0	03	34
		1198	0	06	14
	तुन्ना	1842	0	01	46
		1481	0	01	47
		1480	0	02	81
		1479	0	07	93
		1610	0	05	09
		1609	0	03	01
		1478	0	15	27
		1576	0	00	17

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		1476	0	02	71
		1477	0	07	52
		1472	0	06	46
		1452	0	09	99
		1451	0	01	87
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		1415	0	02	50
		1414	0	02	07
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		1873	0	01	15
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		1494	0	00	67
		1419	0	02	01
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		1778	0	01	91
		1210	0	11	12
		1377	0	00	10
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		1212	0	01	05
		1223	0	06	65
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		1083	0	01	44
		1082	0	02	55
		1080	0	01	26
		1070	0	08	09
		1049	0	36	37
		697	0	09	10
		627	0	12	04
		625	0	03	13
		629	0	06	05
		630	0	03	12

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		637	0	00	97
		638	0	08	59
		639	0	00	58
		636	0	03	32
		506	0	02	37
		505	0	04	72
		504	0	02	93
		1649	0	02	62
राजकर्मिका	पारिनुआषाड़ा	2157	0	10	86
		2096	0	09	97
		2099	0	05	59
		2097	0	00	10
		2098	0	04	56
		2090	0	02	25
		2089	0	00	43
		2082	0	07	40
		2083	0	00	25
		2085	0	00	76
		2694	0	00	13
		2086	0	02	41
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		2033	0	01	04
		2020	0	00	10
		2021	0	01	05
		2017	0	06	80
		2019	0	00	69
		2607	0	01	09
		2018	0	00	83
		2006	0	00	44
		2014	0	03	40
		2007	0	01	73
		2005	0	00	44
		2000	0	02	28
		1999	0	02	97
		2653	0	04	50
		1998	0	01	71
		1994	0	05	62
		1982	0	02	99
		1993	0	09	47
		1983	0	00	19
		1767	0	12	81

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		1761	0	07	04
		1755	0	01	24
		1754	0	02	68
		2600	0	04	27
		1759	0	05	06
		2753	0	02	23
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		1389	0	00	10
		1390	0	01	15
		1391	0	03	13
		1431	0	03	40
		1539	0	14	53
		1521	0	01	37
		1522	0	00	77
		2668	0	03	83
		1523	0	01	80
		1524	0	01	55
		1526	0	01	90
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		1529	0	01	82
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		1517	0	00	41
		382	0	07	01
		353	0	09	72
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		354	0	02	53
		356	0	01	81
		352	0	02	47
		351	0	08	06
		349	0	09	96
		368	0	10	42
		369	0	00	10
		247	0	00	49
		248	0	09	24
		246	0	06	70
		222	0	01	19
		2465	0	02	52
		221	0	01	15
		215	0	03	94
		257	0	00	43
		214	0	00	15
		216	0	07	09
		217	0	10	50
		210	0	00	17
		207	0	07	72

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		54	0	06	45
		59	0	07	42
		80	0	05	70
		60	0	02	93
		63	0	00	25
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		66	0	04	88
		109	0	03	26
		40	0	01	17
		38	0	00	10
		37	0	02	92
		28	0	05	32
		29	0	08	00
		1	0	02	96
		24	0	00	86
		27	0	01	14
		26	0	00	84
		25	0	04	82
	मिर्जापुर	608	0	01	31
		611	0	06	69
		1117	0	06	05
		604	0	05	13
		615	0	06	70
		603	0	00	55
		600	0	02	43
		599	0	02	76
		1037	0	02	48
		596	0	00	10
		594	0	03	71
		595	0	09	54
		1031	0	02	21
		563	0	01	65
		565	0	04	44
		566	0	07	42
		558	0	00	10
		1048	0	04	06
		550	0	06	29
		558	0	00	38
		551	0	02	67
		552	0	05	75
		553	0	04	76
		1055	0	04	25
		366	0	00	10

1	2	3	4	5	6
		365	0	01	23
		361	0	06	66
		362	0	00	10
		347	0	07	77
		349	0	00	83
		350	0	00	10
		1068	0	00	10
		1067	0	01	57
		347	0	04	00
		247	0	00	10
		248	0	00	10
		249	0	09	95
		1064	0	01	05
		253	0	02	02
		231	0	10	96
		1038	0	02	36
		234	0	03	09
		232	0	00	10
		233	0	06	22
		1062	0	09	17
		221	0	02	66
		203	0	00	17
		206	0	15	18
		204	0	01	68
		205	0	00	21
		168	0	05	45
		167	0	07	09
		169	0	06	62
		171	0	00	40
		170	0	00	20
		172	0	00	60
		147	0	10	40
		145	0	09	31
		148	0	00	54
		149	0	19	54
		150	0	00	10
		151	0	09	67
		142	0	03	96
		141	0	02	57
		1076	0	09	41
		32	0	03	75
		31	0	05	34
		30	0	02	27
		1073	0	01	34
		26	0	00	94
		25	0	04	84

1	2	3	4	5	6
		23	0	04	70
		1097	0	00	10
		22	0	00	50
		1071	0	07	80
		21	0	04	38
		20	0	05	56
		19	0	04	54
		11	0	02	36
	कोयापही	177	0	00	71
		176	0	04	48
		175	0	07	02
		168	0	01	75
		266	0	11	90
		167	0	01	83
		166	0	03	25
		147	0	02	93
		269	0	12	49
		132	0	24	76
		141	0	02	00
		281	0	01	05
		122	0	05	92
		120	0	08	32
		119	0	11	56
		80	0	06	26
		78	0	06	09
		77	0	02	38
		76	0	02	13
		75	0	10	57
		74	0	05	46
		73	0	02	46
		72	0	01	98
		67	0	00	24
		79	0	00	10
	बालीबन्धा	493	0	02	61
		494	0	40	27
		535	0	10	04
		489	0	00	37
		495	0	05	48
		717	0	01	06
		478	0	03	53
		477	0	03	96
		481	0	08	70
		473	0	00	11
		471	0	05	04
		472	0	03	56
		466	0	01	97

1	2	3	4	5	6
		469	0	02	51
		450	0	05	41
		455	0	06	06
		456	0	03	32
		458	0	02	54
		714	0	12	65
		435	0	01	39
		440	0	27	86
		441	0	10	68
		439	0	04	00
		2	0	04	22
		4	0	02	84
		1	0	00	10
	अगापाड़ा	1343	0	16	76
		1344	0	09	84
		1341	0	01	11
		1342	0	04	39
		1339	0	04	67
		1209	0	04	82
		1227	0	00	37
		1229	0	00	78
		1228	0	05	67
		1336	0	00	10
		1230	0	04	72
		1237	0	09	51
		1238	0	08	97
		1240	0	00	88
		1246	0	07	48
		1245	0	04	30
		1244	0	03	64
		1303	0	01	50
		1309	0	03	85
		1310	0	00	90
		1311	0	05	82
		1317	0	03	99
		1319	0	02	54
	पेगारपाड़ा	1898	0	07	86
		1897	0	04	05
		1895	0	00	10
		1894	0	00	23
		1229	0	05	55
		1226	0	08	50
		1225	0	09	62
		1237	0	04	77
		1212	0	01	02
		1211	0	02	43

1	2	3	4	5	6
		2143	0	06	08
		1213	0	02	64
		1210	0	10	79
		1214	0	00	10
		608	0	00	10
		609	0	00	10
		611	0	28	97
		610	0	00	71
		612	0	12	96
		613	0	01	10
		430	0	03	69
		634	0	04	83
		567	0	01	74
		651	0	26	65
		650	0	14	12
		655	0	00	50
		656	0	01	27
		657	0	13	22
		515	0	04	91
		658	0	01	18
		661	0	11	27
		660	0	00	10
		676	0	08	75
		514	0	01	00
		512	0	00	10
		511	0	15	30
		508	0	03	20
		501	0	03	17
		500	0	00	56
		509	0	01	47
		499	0	12	12
		689	0	00	10
		2187	0	00	51
		690	0	04	98
		707	0	01	00
		706	0	14	13
		708	0	00	10
		709	0	07	66
		712	0	00	10
		710	0	01	38
		711	0	05	44
		821	0	02	99
		820	0	01	70
		822	0	00	81
		819	0	05	03
		818	0	03	57

1	2	3	4	5	6
		815	0	05	38
		814	0	07	65
		813	0	14	99
		810	0	11	09
		806	0	09	87
		809	0	05	78
		807	0	04	23
		808	0	00	10
		2237	0	05	97
		789	0	07	86
		788	0	13	83
		787	0	15	12
	नाहुनी	161	0	02	65
		160	0	02	36
		159	0	12	05
		150	0	01	08
		126	0	53	00
		124	0	06	43
		135	0	15	87
		120	0	06	34
		79	0	03	37
		97	0	12	79
		85	0	00	49
		86	0	26	32
		58	0	00	63
		65	0	01	90
		64	0	06	32
		59	0	06	26
		63	0	00	10
		62	0	05	57
		51	0	05	96
	पन्की	3242	0	02	70
		3238	0	12	21
		3239	0	07	64
		3240	0	02	38
		3235	0	00	73
		3234	0	05	48
		3233	0	00	56
		3232	0	01	93
		3231	0	04	90
		3230	0	04	74
		3229	0	04	11
		3228	0	02	64
		3314	0	09	18
		3227	0	01	31
		2857	0	00	17

1	2	3	4	5	6
		3059	0	07	41
		2850	0	00	10
		2858	0	03	70
		2863	0	01	46
		2864	0	02	43
		2866	0	09	80
		3657	0	03	76
		2867	0	13	81
		2868	0	11	40
		2869	0	01	46
		2870	0	01	15
		2865	0	00	10
		2792	0	08	81
		2876	0	01	55
		2791	0	02	56
		2783	0	03	72
		2782	0	13	82
		2775	0	02	07
		2883	0	09	96
		2886	0	01	21
		2887	0	11	83
		2909	0	22	26
		2904	0	15	03
		2651	0	70	03
		1421	0	02	76
		1422	0	08	79
		1420	0	01	15
		1419	0	04	19
		3775	0	01	72
		1425	0	00	93
		1418	0	02	91
		1426	0	00	70
		1436	0	10	15
		1376	0	07	36
		1377	0	05	15
		1378	0	02	09
		1379	0	04	11
		1380	0	02	85
		1381	0	03	57
		1383	0	03	23
		1382	0	00	64
		1330	0	06	38
		1329	0	06	76
		1328	0	02	56
		3352	0	00	10
		1335	0	04	18

1	2	3	4	5	6
		3599	0	12	05
		3598	0	02	29
		1339	0	04	96
		1297	0	04	56
		1296	0	03	35
		1285	0	07	85
		1295	0	04	79
		1283	0	02	32
		1286	0	00	25
		1287	0	02	35
		1288	0	02	00
		1289	0	04	87
		1254	0	02	68
		1252	0	00	93
		1290	0	00	12
		1534	0	01	91
		1535	0	03	30
		1536	0	03	92
		1533	0	03	32
		1537	0	00	32
		1538	0	03	17
		1540	0	01	12
		1544	0	06	01
		3595	0	04	64
		1547	0	00	53
		1545	0	00	42
		1546	0	03	96
		2513	0	02	97
		1626	0	02	27
		1622	0	00	57
		1613	0	14	67
		1623	0	00	93
		3520	0	14	84
		1950	0	14	81
		1387	0	00	10

[फा. सं. आर-25012/12/2004-ओ.आर-1]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 1st April, 2005

S. O. 1190.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 3300 dated the 16 December, 2004 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act) the Central Government declared its intention to acquire the right of user in the land in Tehsils: Mahakalapada, Pattamundai, Aul and Rajkonika, District: Kendrapara, in Orissa State, specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Crude Oil from Paradip in the State of Orissa to Haldia in the State of West Bengal by the Indian Oil Corporation Limited for implementing the Paradip Haldia Crude Oil Pipeline Project.

And whereas, copies of the said notification were made available to the public on 18.01.2005;

And whereas, the Competent Authority, has under sub-section (1) of section 6 of the said Act, submitted his report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this Notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vests from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

Schedule**District : Kendrapara****State : Orissa**

Name of Tehsil	Name of Village	Khasara No.	Area		
			Hectare	Are	Sq. Mtrs.
1	2	3	4	5	6
Mahakalpada	Bandhapara	366	0	01	03
		103	0	15	57
		206	0	02	02
		352	0	00	10
		204	0	00	31
		205	0	01	36
		201	0	04	81
		200	0	01	85
		375	0	08	10
		374	0	01	34
		175	0	07	02
		174	0	06	85
		173	0	00	10
		52	0	03	16
		362	0	13	42
		17	0	12	42
		15	0	08	34
		16	0	00	10
		14	0	14	56
		18	0	05	40
		6	0	04	01
		5	0	00	19
		2	0	12	39
	Kakatpur	490	0	09	37
		489	0	05	73
		488	0	08	76
		483	0	03	02
		484	0	06	00
		479	0	00	10
	Gogua	464	0	02	42
		768	0	02	83
		753	0	04	60
		1109	0	06	96
		1023	0	07	59
		754	0	03	52
		755	0	07	94
		756	0	04	98
		732	0	16	05
		731	0	00	33
		726	0	06	83

1	2	3	4	5	6
		727	0	00	93
		724	0	02	60
		722	0	01	37
		723	0	00	10
		716	0	00	65
		725	0	04	55
		721	0	01	46
		719	0	01	37
		1126	0	00	28
	Babar	418	0	00	50
		499	0	00	53
		419	0	41	72
		417	0	01	95
	Sanrahama	458	0	02	72
		457	0	09	56
		456	0	04	22
		459	0	02	26
		460	0	03	90
		455	0	02	70
		454	0	02	26
		453	0	01	66
		452	0	05	46
		445	0	01	24
		446	0	04	03
		451	0	02	22
		447	0	04	21
		450	0	05	66
		427	0	02	58
		449	0	00	10
		426	0	00	48
		425	0	08	48
		423	0	06	12
		422	0	00	88
		419	0	00	10
		421	0	00	10
		1507	0	00	10
		18	0	17	51
		22	0	08	50
		23	0	06	12
		1464	0	00	10
		24	0	08	84
		25	0	02	83
		26	0	00	10
		5	0	13	52
		4	0	00	72
Pattamundai	Sankrupa	473	0	00	10

1	2	3	4	5	6
		472	0	01	94
		471	0	07	11
		470	0	00	83
		469	0	02	02
		468	0	04	72
		452	0	03	07
		640	0	00	45
		641	0	02	30
		453	0	02	97
		642	0	01	90
		534	0	00	66
		454	0	00	46
		599	0	03	40
		456	0	03	44
		415	0	05	34
		516	0	01	52
		515	0	06	52
		514	0	00	66
		419	0	04	64
		417	0	03	61
		418	0	01	73
		33	0	00	10
		38	0	07	68
		39	0	01	58
		37	0	06	62
		36	0	03	89
		598	0	04	25
	Batipada	174	0	01	71
		181	0	00	50
		182	0	03	04
		175	0	09	37
		171	0	15	07
		80	0	00	87
		406	0	06	11
		81	0	05	31
		407	0	00	23
		82	0	09	49
		83	0	01	03
		350	0	05	79
		106	0	05	38
	Satakudia	397	0	06	69
		393	0	04	49
		392	0	03	59
		402	0	08	62
		915	0	04	58
		403	0	06	64

1	2	3	4	5	6
		304	0	09	53
		761	0	01	68
		292	0	15	01
		771	0	00	14
		772	0	05	77
		9	0	11	71
		8	0	00	75
		7	0	06	56
		6	0	01	47
	Baulang	2146	0	02	92
		2241	0	06	45
		2467	0	03	96
		2240	0	00	37
		2435	0	10	44
		2233	0	04	18
		2232	0	03	25
		2231	0	03	35
		2230	0	01	30
		2228	0	10	12
		2227	0	00	10
		2229	0	01	24
		2189	0	03	80
		2190	0	03	56
		2174	0	10	29
		2339	0	00	20
		2253	0	08	88
		1656	0	00	85
		1654	0	09	63
		1666	0	05	48
		1667	0	05	97
		1665	0	00	10
		1668	0	00	98
		1672	0	09	39
		1673	0	00	10
		1670	0	02	11
		1671	0	03	44
		1643	0	09	68
		1595	0	00	60
		1596	0	05	00
		1597	0	05	45
		1598	0	00	10
		1592	0	02	38
		1600	0	03	16
		1599	0	00	49
		1602	0	04	90
		1603	0	02	92

1	2	3	4	5	6
		1609	0	08	14
		1610	0	00	27
		1604	0	00	10
		1611	0	02	23
		1612	0	02	31
		1394	0	02	39
		1399	0	03	62
		1398	0	09	16
		1397	0	00	19
		1396	0	08	59
		1395	0	00	10
		1336	0	11	98
		1335	0	03	30
		1331	0	06	18
		1315	0	02	62
		1316	0	02	49
		1317	0	00	71
		1314	0	03	53
		1313	0	03	23
		1312	0	06	02
		1299	0	03	06
		1297	0	01	07
		1298	0	02	92
		1300	0	01	99
		877	0	49	21
		867	0	03	42
		866	0	07	10
		865	0	01	44
		858	0	00	96
		859	0	05	37
		860	0	03	66
		861	0	02	57
		832	0	00	10
		833	0	04	25
		835	0	01	45
		834	0	03	13
		837	0	01	65
		836	0	00	10
		838	0	03	92
		839	0	03	58
		822	0	01	99
		819	0	05	06
		821	0	00	51
		820	0	00	82
		818	0	02	68
		2463	0	02	19

1	2	3	4	5	6
		807	0	11	21
		809	0	04	81
		808	0	07	52
		791	0	05	18
		CANAL	0	04	87
	Brahampur	446	0	03	30
		706	0	01	45
		418	0	04	29
		417	0	06	86
		420	0	01	15
		415	0	08	79
		421	0	01	53
		422	0	00	16
		413	0	05	50
		412	0	04	94
		411	0	04	57
		423	0	01	01
		404	0	01	12
		410	0	01	56
		409	0	02	41
		408	0	01	79
		407	0	01	74
		406	0	01	37
	Chadheya	566	0	05	48
		567	0	02	49
		584	0	02	32
		574	0	06	76
		573	0	04	04
		572	0	01	85
		575	0	02	67
		772	0	01	61
		576	0	07	52
		579	0	01	24
		577	0	05	72
		578	0	00	10
		559	0	06	76
		558	0	15	02
		560	0	00	10
		391	0	00	80
		392	0	01	87
		557	0	04	68
		556	0	02	84
		526	0	11	96
		525	0	04	70
		524	0	00	10
		527	0	00	20

1	2	3	4	5	6
		523	0	09	69
		517	0	02	30
		518	0	10	73
		514	0	04	98
		513	0	02	57
		512	0	00	16
		511	0	08	03
		510	0	04	22
		508	0	01	00
		509	0	01	28
		507	0	03	28
		115	0	00	72
		113	0	02	91
	Buhala	554	0	09	38
		545	0	02	67
		544	0	01	98
		547	0	00	22
		543	0	06	61
		539	0	02	27
		538	0	00	62
		537	0	01	99
		541	0	00	10
		536	0	01	15
		888	0	02	05
		889	0	01	89
		535	0	06	80
		180	0	03	25
		177	0	03	50
		178	0	12	19
		101	0	01	34
		148	0	09	08
		147	0	01	54
		149	0	07	16
		141	0	02	37
		122	0	01	26
		883	0	07	64
		102	0	02	57
		151	0	04	02
		850	0	07	80
		851	0	04	90
		86	0	01	95
		801	0	00	48
		800	0	06	04
		87	0	06	51
		799	0	04	48
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		1651	0	07	76
		1653	0	16	78
		2333	0	21	38
		1487	0	00	71
		1494	0	02	03
		1495	0	05	79
		1498	0	07	26
		2501	0	00	34
		1497	0	02	92

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		1500	0	00	10
		1501	0	09	07
		1504	0	04	07
		1503	0	04	79
		1458	0	01	03
		1453	0	01	04
		1454	0	03	67
		1455	0	10	33
		1436	0	26	10
		1431	0	07	17
		1437	0	04	68
		1430	0	10	84
		1427	0	09	63
		1425	0	06	34
		1424	0	14	39
		118	0	04	16
		117	0	04	23
		116	0	04	03
		115	0	04	34
		114	0	02	07
		112	0	03	49
		113	0	02	36
		101	0	05	20
		102	0	00	10
		2546	0	11	99
		98	0	00	10
		97	0	00	28
		99	0	00	10
		94	0	09	10
		7	0	03	27
		6	0	00	79
		5	0	12	52
		4	0	01	39
		3	0	14	95
		2	0	07	66
	Endol	1002	0	00	15
		1155	0	00	93
		1001	0	03	34
		1198	0	06	14
	Tunga	1842	0	01	46
		1481	0	01	47
		1480	0	02	81
		1479	0	07	93
		1610	0	05	09
		1609	0	03	01

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		1577	0	00	10
		1576	0	00	17
		1476	0	02	71
		1477	0	07	52
		1472	0	06	46
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		1759	0	02	04
		1760	0	02	24
		1761	0	01	30
		1540	0	03	56
		1539	0	00	10
		1449	0	04	82
		1444	0	00	10
		1538	0	01	34
		1537	0	00	17
		1448	0	00	44
		1415	0	02	50
		1414	0	02	07
		1413	0	00	24
		1873	0	01	15
		1411	0	01	20
		1418	0	03	66
		1416	0	00	10
		1494	0	00	67
		1419	0	02	01
		1368	0	05	13
		1367	0	00	10
		1379	0	02	61
		1778	0	01	91
		1210	0	11	12
		1377	0	00	10
		1211	0	05	65
		1212	0	01	05
		1223	0	06	65
		1378	0	04	08
		1083	0	01	44
		1082	0	02	55
		1080	0	01	26
		1070	0	08	09
		1049	0	36	37
		697	0	09	10
		627	0	12	04
		625	0	03	13

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		630	0	03	12
		646	0	00	12
		637	0	00	97
		638	0	08	59
		639	0	00	58
		636	0	03	32
		506	0	02	37
		505	0	04	72
		504	0	02	93
		1649	0	02	62
Rajkanika	Parinuapada	2157	0	10	86
		2096	0	09	97
		2099	0	05	59
		2097	0	00	10
		2098	0	04	56
		2090	0	02	25
		2089	0	00	43
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		2083	0	00	25
		2085	0	00	76
		2694	0	00	13
		2086	0	02	41
		2029	0	02	68
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		2033	0	01	04
		2020	0	00	10
		2021	0	01	05
		2017	0	06	80
		2019	0	00	69
		2607	0	01	09
		2018	0	00	83
		2006	0	00	44
		2014	0	03	40
		2007	0	01	73
		2005	0	00	44
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		1999	0	02	97
		2653	0	04	50
		1998	0	01	71
		1994	0	05	62
		1982	0	02	99
		1993	0	09	47

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		1755	0	01	24
		1754	0	02	68
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		2753	0	02	23
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		1390	0	01	15
		1391	0	03	13
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		2668	0	03	83
		1523	0	01	80
		1524	0	01	55
		1526	0	01	90
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		1517	0	00	41
		382	0	07	01
		353	0	09	72
		355	0	00	10
		354	0	02	53
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		351	0	08	06
		349	0	09	96
		368	0	10	42
		369	0	00	10
		247	0	00	49
		248	0	09	24
		246	0	06	70
		222	0	01	19
		2465	0	02	52
		221	0	01	15
		215	0	03	94
		257	0	00	43
		214	0	00	15
		216	0	07	09
		217	0	10	50

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		207	0	07	72
		206	0	06	94
		55	0	01	06
		54	0	06	45
		59	0	07	42
		80	0	05	70
		60	0	02	93
		63	0	00	25
		64	0	06	15
		65	0	06	90
		66	0	04	88
		109	0	03	26
		40	0	01	17
		38	0	00	10
		37	0	02	92
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		29	0	08	00
		1	0	02	96
		24	0	00	86
		27	0	01	14
		26	0	00	84
		25	0	04	82
	Mirjapur	608	0	01	31
		611	0	06	69
		1117	0	06	05
		604	0	05	13
		615	0	06	70
		603	0	00	55
		600	0	02	43
		599	0	02	76
		1037	0	02	48
		596	0	00	10
		594	0	03	71
		595	0	09	54
		1031	0	02	21
		563	0	01	65
		565	0	04	44
		566	0	07	42
		558	0	00	10
		1048	0	04	06
		550	0	06	29
		556	0	00	38
		551	0	02	67
		552	0	05	75
		553	0	04	76

1	2	3	4	5	6
		1055	0	04	25
		366	0	00	10
		365	0	01	23
		361	0	06	86
		362	0	00	10
		347	0	07	77
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		1068	0	00	10
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		249	0	09	95
		1064	0	01	05
		253	0	02	02
		231	0	10	96
		1038	0	02	36
		234	0	03	09
		232	0	00	10
		233	0	06	22
		1062	0	09	17
		221	0	02	66
		203	0	00	17
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		168	0	05	45
		167	0	07	09
		169	0	06	62
		171	0	00	40
		170	0	00	20
		172	0	00	60
		147	0	10	40
		145	0	09	31
		148	0	00	54
		149	0	19	54
		150	0	00	10
		151	0	09	67
		142	0	03	96
		141	0	02	57
		1076	0	09	41
		32	0	03	75
		31	0	05	34
		30	0	02	27
		1073	0	01	34

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		25	0	04	84
		23	0	04	70
		1097	0	00	10
		22	0	00	50
		1071	0	07	80
		21	0	04	38
		20	0	05	56
		19	0	04	54
		11	0	02	36
	Kothapahi	177	0	00	71
		176	0	04	48
		175	0	07	02
		168	0	01	75
		266	0	11	90
		167	0	01	83
		166	0	03	25
		147	0	02	93
		269	0	12	49
		132	0	24	76
		141	0	02	00
		281	0	01	05
		122	0	05	92
		120	0	08	32
		119	0	11	56
		80	0	06	26
		78	0	06	09
		77	0	02	38
		76	0	02	13
		75	0	10	57
		74	0	05	46
		73	0	02	46
		72	0	01	98
		67	0	00	24
		79	0	00	10
	Balibhanda	493	0	02	61
		494	0	40	27
		535	0	10	04
		489	0	00	37
		495	0	05	48
		717	0	01	06
		478	0	03	53
		477	0	03	96
		481	0	08	70
		473	0	00	11
		471	0	05	04

1	2	3	4	5	6
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		466	0	01	97
		469	0	02	51
		450	0	05	41
		455	0	06	06
		456	0	03	32
		458	0	02	54
		714	0	12	65
		435	0	01	39
		440	0	27	86
		441	0	10	68
		439	0	04	00
		2	0	04	22
		4	0	02	84
		1	0	00	10
	Agapada	1343	0	16	76
		1344	0	09	84
		1341	0	01	11
		1342	0	04	39
		1339	0	04	67
		1209	0	04	82
		1227	0	00	37
		1229	0	00	78
		1228	0	05	67
		1336	0	00	10
		1230	0	04	72
		1237	0	09	51
		1238	0	08	97
		1240	0	00	88
		1246	0	07	48
		1245	0	04	30
		1244	0	03	64
		1303	0	01	50
		1309	0	03	85
		1310	0	00	90
		1311	0	05	82
		1317	0	03	99
		1319	0	02	54
	Pegarpada	1898	0	07	86
		1897	0	04	05
		1895	0	00	10
		1894	0	00	23
		1229	0	05	55
		1226	0	08	50
		1225	0	09	62
		1237	0	04	77

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		1211	0	02	43
		2143	0	06	08
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		1214	0	00	10
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		611	0	28	97
		610	0	00	71
		612	0	12	96
		613	0	01	10
		430	0	03	69
		634	0	04	83
		567	0	01	74
		651	0	26	65
		650	0	14	12
		655	0	00	50
		656	0	01	27
		657	0	13	22
		515	0	04	91
		658	0	01	18
		661	0	11	27
		660	0	00	10
		676	0	08	75
		514	0	01	00
		512	0	00	10
		511	0	15	30
		508	0	03	20
		501	0	03	17
		500	0	00	56
		509	0	01	47
		499	0	12	12
		689	0	00	10
		2187	0	00	51
		690	0	04	98
		707	0	01	00
		706	0	14	13
		708	0	00	10
		709	0	07	66
		712	0	00	10
		710	0	01	38
		711	0	05	44
		821	0	02	99
		820	0	01	70
		822	0	00	81

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		818	0	03	57
		815	0	05	38
		814	0	07	65
		813	0	14	99
		810	0	11	09
		806	0	09	87
		809	0	05	78
		807	0	04	23
		808	0	00	10
		2237	0	05	97
		789	0	07	86
		788	0	13	83
		787	0	15	12
	Nahuni	161	0	02	65
		160	0	02	36
		159	0	12	05
		150	0	01	08
		126	0	53	00
		124	0	06	43
		135	0	15	87
		120	0	06	34
		79	0	03	37
		97	0	12	79
		85	0	00	49
		86	0	26	32
		58	0	00	63
		65	0	01	90
		64	0	06	32
		59	0	06	26
		63	0	00	10
		62	0	05	57
		51	0	05	96
	Panki	3242	0	02	70
		3238	0	12	21
		3239	0	07	64
		3240	0	02	38
		3235	0	00	73
		3234	0	05	48
		3233	0	00	56
		3232	0	01	93
		3231	0	04	90
		3230	0	04	74
		3229	0	04	11
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		3314	0	09	18

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		2857	0	00	17
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		2864	0	02	43
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		2868	0	11	40
		2869	0	01	46
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		2876	0	01	55
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		2783	0	03	72
		2782	0	13	82
		2775	0	02	07
		2883	0	09	96
		2886	0	01	21
		2887	0	11	83
		2909	0	22	26
		2904	0	15	03
		2651	0	70	03
		1421	0	02	76
		1422	0	08	79
		1420	0	01	15
		1419	0	04	19
		3775	0	01	72
		1425	0	00	93
		1418	0	02	91
		1426	0	00	70
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		1377	0	05	15
		1378	0	02	09
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		1381	0	03	57
		1383	0	03	23
		1382	0	00	64
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		1329	0	06	76
		1328	0	02	56

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		335	0	04	18
		3599	0	12	05
		3598	0	02	29
		1339	0	04	98
		1297	0	04	56
		1296	0	03	35
		1285	0	07	85
		1295	0	04	79
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		1289	0	04	87
		1254	0	02	68
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		1290	0	00	12
		1534	0	01	91
		1535	0	03	30
		1536	0	03	92
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		1537	0	00	32
		1538	0	03	17
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		1544	0	06	01
		3595	0	04	64
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		1545	0	00	42
		1546	0	03	96
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		1626	0	02	27
		1622	0	00	57
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		3520	0	14	84
		1950	0	14	81
		1387	0	00	10

[No. R-25011/12/2004-O.R.-I]
S. K. CHITKARA, Under Secy.

नई दिल्ली, 1 अप्रैल, 2005

का. आ. 1191.—केन्द्रीय सरकार ने पेट्रोलियम और प्राकृतिक गैस मंत्रालय के का. आ. 3221 दिनांक 16 दिसंबर, 2004 द्वारा पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) के अधीन अधिसूचना प्रकाशित कर, पारादीप इल्लोया पाइपलाइन प्रणाली परियोजना हेतु कच्चे तेल का परिवहन करने के प्रयोजन के लिये उड़ीसा राज्य के पारादीप से पश्चिम बंगाल के हल्दीया तक पाइपलाइन बिछाने हेतु उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट तहसील : बस्ता और जलेश्वर जिला: बालेश्वर, उड़ीसा की भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और उक्त अधिसूचना की प्रतियाँ जनता को दिनांक 10-01-2005 तक उपलब्ध करा दी गई थी;

और उक्त अधिनियम की धारा 6 की उप-धारा (1) के अनुसरण में सक्षम प्राधिकारी, उड़ीसा, ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा ।

अनुसूची

जिला : बालासोर

राज्य : उड़ीसा

नक्शाल का नाम	गाँव का नाम	खसरा संख्या	क्षेत्रफल		
			हैक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
बस्ता	राईसुआं	1520	0	10	55
		1477	0	01	07
	मक्तीराम	265	0	00	74
		316	0	04	53
		317	0	08	31
		318	0	05	70
		314	0	03	85
		319	0	11	15
		313	0	06	78
		322	0	07	85
		181	0	14	60
		180	0	02	76

1	2	3	4	5	6
बस्ता (जारी) के	समतीरम	179	0	14	13
		176	0	00	41
		173	0	00	63
		161	0	06	30
		162	0	01	37
		171	0	01	85
		170	0	04	84
		169	0	00	40
		168	0	09	28
		165	0	03	31
		164	0	03	56
		163	0	08	60
		151	0	03	11
		379	0	07	98
जलेश्वर	गबगो	731	0	04	01

[फा. सं. आर-25011/19/2004-ओ.आर-1]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 1st April, 2005

S.O. 1191.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 3221 dated the 16th December, 2004 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act) the Central Government declared its intention to acquire the right of user in the land in Tehsils: Basta and Jaleshwar, District: Balasore, in Orissa State, specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Crude Oil from Paradip in the State of Orissa to Haldia in the State of West Bengal by the Indian Oil Corporation Limited for implementing the Paradip Haldia Crude Oil Pipeline Project.

And whereas, copies of the said notification were made available to the public on 10.01.2005;

And whereas, the Competent Authority, has under sub-section (1) of section 6 of the said Act, submitted his report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this Notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vests from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

Schedule**District : Balasore****State : Orissa**

Name of Tehsil	Name of Village	Khasara No.	Area		
			Hectare	Are	Sq. Mtrs.
1	2	3	4	5	6
Basta	Raisuan	1520	0	10	55
		1477	0	01	07
	Saktiram	265	0	00	74
		316	0	04	53
		317	0	08	31
		318	0	05	70
		314	0	03	85
		319	0	11	15
		313	0	06	78
		322	0	07	85
		181	0	14	60
		180	0	02	76
		179	0	14	13
		176	0	00	41
		173	0	00	63
		161	0	06	30
		162	0	01	37
		171	0	01	85
		170	0	04	84
		169	0	00	40
		168	0	09	28
		165	0	03	31
		164	0	03	56
		163	0	08	60
		151	0	03	11
		379	0	07	98
Jaleshwar	Gabagan	731	0	04	01

[No. R-25011/19/2004-O.R.-I]
S. K. CHITKARA, Under Secy.

नई दिल्ली, 1 अप्रैल, 2005

का. आ. 1192.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मध्यप्रदेश राज्य में मांगल्या (इंदौर) संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए भारत पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए:

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50), की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री दीपक नंदी, सक्षम प्राधिकारी, मुम्बई - मांगल्या पाइपलाइन विस्तार परियोजना, भारत पेट्रोलियम कारपोरेशन लिमिटेड, 1-सी, बालमंदिर कालोनी, होटल पिक पैलेस के पास, सवाई माधोपुर-322001 (राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : भरतपुर

जिला : भरतपुर

राज्य : राजस्थान

क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हैक्टेयर में
1	2	3	4
1.	अचलपुरा	14	0.0973
		15	0.0385
		13	0.0031
		19	0.0134
		20	0.2583
		22	0.0071
		26	0.0874
		27	0.0020
		25	0.0110
		33	0.0587
		28	0.0261
		32	0.1380
		31	0.0010
		57	0.0611
		56	0.0013
		59	0.0188
		55	0.0633
		70	0.0265
		60/313	0.0100
		61	0.0273
		64	0.0248
		62	0.0405
		67	0.1054
		105	0.0725
		106	0.0255
		107	0.0698
		112	0.0789
		113	0.0865
		114	0.0010
		115	0.0325
		117	0.0371
		116	0.0160
		118	0.0104
		68	0.0414
		90	0.0040
		92	0.0806
		95	0.1024
		94	0.0070
		93	0.0060
		119	0.0432
		121	0.0557
		139	0.0040
		140	0.0443
		142	0.1596
		144	0.0031
		145	0.0010
		146	0.0666
		147	0.0236
		148	0.0250
2	अड्डी	145	0.1199
		146	0.0280
		128 (रेल)	0.1138
		97	0.0077
		98/187	0.0010

1	2	3	4
2	अड्डी(जारी.....)	98	0.1542
		99	0.0024
		101	0.0465
		102	0.1836
		107	0.0016
		108	0.0201
		109	0.0375
		111	0.0648
		115	0.0460
		0117/181	0.0298
		116	0.0235
		65 (रेल)	0.1024
		50	0.0816
		44	0.0449
		43	0.0016
		40	0.0020
		41	0.0635
		46	0.0376
		46/186	0.0580
		47	0.0484
3	बगधारी	372	0.0100
		371	0.1266
		380	0.1765
		381	0.1062
		382	0.1557
		383	0.1151
		397	0.2376
		413	0.1584
		414	0.0010
		415	0.0207
		418	0.0602
		433	0.0010
		431	0.1944
		432	0.1152
		444	0.0072
		430	0.0194
		456	0.1251
		474	0.1126
		473	0.0464
		471	0.2099
		470	0.0020
		487	0.1086
		489	0.0746
		490	0.0643
		491	0.0720
		500	0.2767
		499	0.0499
4	बमनपुरा	310	0.1339
		309	0.0158
		312	0.0168
		313	0.0625
		311	0.0176
		315	0.0034
		316	0.0200
		318	0.0432
		320	0.0040
		319	0.1084
		369	0.0266
		364	0.0288

1	2	3	4
4	बमनपुरा(जारी.....)	365	0.0177
		366	0.0387
		403	0.0046
		402	0.0239
		370	0.0137
		401	0.0352
		410	0.1106
		411	0.0970
		412	0.0684
		420	0.1223
		422	0.0302
		388	0.1840
		421 (कच्ची सड़क)	0.0050
		387	0.0844
		424	0.0028
		386	0.0487
		614	0.0190
		615	0.0173
		616	0.0901
		612	0.0920
		620	0.0100
		621	0.1697
		619	0.1395
		626	0.0177
5	कस्बा भरतपुर	65	0.0566
		60	0.0020
		64	0.0164
		62	0.0070
		61	0.0870
		50	0.1113
		52	0.1164
		53	0.0879
		54	0.0396
		55	0.0107
		44	0.0639
		48	0.0020
		49	0.0020
		45	0.0020
		41	0.0586
6	गोलपुरा	104	0.0068
		102	0.0040
		103	0.1400
		97	0.1107
		95	0.0910
		96	0.0010
		92	0.1113
		91	0.1473
		36	0.0080
		64	0.0198
		59	0.0595
		65	0.0020
		66	0.0008
		67	0.0905
		68	0.1632
		70	0.0576
		71	0.0628
		83	0.1240
		82	0.0747

1	2	3	4
6	गोलपुरा(जारी.....)	105 (कच्ची सड़क)	0.1449
		118	0.0126
		119	0.0230
		122	0.0020
		123	0.1938
		126	0.0087
		124	0.1500
		128	0.1107
7	जघीना	2497	0.0663
		2496	0.1690
		2486	0.0947
		2485	0.0841
		1924 (रा0 रा0 24)	0.0615
		914	0.0556
		913	0.0975
		918	0.0093
		915	0.0073
		916	0.0384
		920	0.0030
		921	0.0040
		919	0.0647
		924	0.0282
		923	0.0067
		925	0.0327
		926	0.0020
		966	0.0837
		928	0.0012
		964	0.0596
		965	0.0191
		971	0.0996
		962	0.0010
		972	0.0341
		973	0.0727
		979	0.0016
		974	0.1058
		975	0.0849
		976	0.0040
		993 (कच्ची सड़क)	0.0216
		1060	0.0147
		1061	0.0825
		1063	0.1477
		1066	0.0088
		1065	0.0926
		1070	0.0040
		1072	0.0623
		1073	0.0038
		1071	0.0504
		1074	0.0328
		1075	0.0525
		1076	0.0020
		1082	0.0083
		1084	0.0315
		1083	0.0819
		1131	0.0277
		1134	0.0350
		1145	0.0468
		1132	0.0904
		1172	0.1152
		1147	0.0048

1	2	3	4
7	जघीना (जारी.....)	1144	0.0521
		1173	0.0694
		1174	0.0060
		1181	0.0972
		1182	0.1012
		1186	0.0032
		1183	0.0034
		1200	0.1099
		1201	0.0722
		1221	0.0614
		1225	0.0984
		1220	0.0035
		1226	0.0431
		1232	0.0485
		1231	0.0589
		1233	0.0798
		1230	0.0203
		1249	0.0932
		1257	0.0084
		1256	0.0488
		1272	0.0807
		1278	0.0743
		1277	0.1093
		1276	0.0020
		1292	0.0060
		1290	0.1033
		1293	0.0624
		1304	0.0867
		1310	0.1190
		1316	0.1270
		1319	0.0221
		1320	0.0251
		1318	0.0132
		1330	0.0800
		1331	0.0333
		1343	0.0269
		1342	0.1679
		1341	0.0056
		1365	0.0686
		1364	0.0010
		1382	0.0024
		1366	0.1250
		1371	0.0806
		1370	0.0171
		1380	0.0141
		1372	0.0371
		1373	0.0932
		1377	0.1063
		1400	0.0617
		1402	0.1443
		1403	0.0437
		1404	0.0046
		2538	0.0648
		2546	0.0216
		2547	0.0936
		2549	0.0432
		2584	0.0338
		2551	0.1440
		2550	0.0020

1	2	3	4
7	जमीना (जारी.....)	2553	0.1224
8	तुहिया	1612	0.0103
		1613	0.1216
		1622	0.0553
		1621	0.0167
		1623	0.0491
		1625	0.0144
		1632	0.0341
		1630	0.0186
		1631	0.0085
		2045/2230	0.0230
		2045	0.0445
		2017	0.0628
		2044	0.0010
		2018	0.0729
		2015	0.0197
		2021	0.0321
		2022	0.0256
		2014	0.0629
		2025	0.0196
		2013	0.0978
		2026	0.0014
		2029	0.0536
		2030	0.0435
		2031	0.0029
		2032	0.0555
		2007 (कच्ची सड़क)	0.0189
		1995	0.0030
		1996	0.0672
		1990	0.0317
		1991	0.0264
		1989	0.0013
		1987	0.1408
		1988	0.0553
		1985	0.1013
		1866	0.0832
		1886	0.0120
		1842	0.1368
		1867	0.0399
		1885	0.0710
		1889	0.0012
		1884	0.0310
		1890	0.0630
		1881	0.0010
		1891	0.0546
		1892	0.1369
		1840	0.0515
		1838	0.0627
		1839	0.0355
		1829 (कच्ची सड़क)	0.0153
		1822	0.0364
		1823	0.0262
		1820	0.0401
		1790	0.0512
		1784	0.0482
		1785	0.0697
		1904 (कच्ची सड़क)	0.0144
		1787	0.0192
		1786	0.0990

1	2	3	4
9	विलौठी	311	0.0453
		316	0.0300
		315	0.0976
		314	0.0094
		313	0.0429
		321 (कच्ची सड़क)	0.0102
		250	0.0473
		252	0.0020
		251	0.0979
		257	0.0100
		249	0.0091
		248	0.0861
		247	0.1008
		246	0.0146
		219	0.0023
		224	0.0144
		225	0.0652
		223	0.0510
		619	0.0360
		621	0.0388
		632	0.0350
		630	0.0040
		631	0.1115
		622	0.0140
		626	0.0278
		627	0.0802
		628	0.0202
		629	0.0020
		649	0.0246
		648	0.0541
		681	0.0865
		682	0.0113
		646	0.0311
		683	0.0427
		672	0.0108
		684	0.0762
		686	0.0020
		687	0.0346
		688	0.0707
		689	0.0060
		691	0.0493
		717	0.0520
		718	0.0462
		716	0.0072
		715	0.0116
		711	0.0461
		712	0.0678
		709	0.0734
		1276 (सड़क)	0.0427
		853 (कच्ची सड़क)	0.0077
		854	0.0260
		855	0.0040
		852	0.0036
		863	0.0288
		864	0.0108
		865	0.0634
		866	0.0276
		870	0.0992
		871	0.0020

1	2	3	4
9	विलौठी (जारी.....)	874	0.0901
		875	0.0100
		903	0.0040
		906	0.0122
		934	0.0127
		875	0.0044
		933	0.0961
		975	0.0120
		932	0.0827
		927	0.0808
		928	0.0770
		905	0.0527
		904	0.0139
		926	0.0890
		925	0.0040
		970	0.0272
		971	0.0282
		973	0.0010
		973/1753	0.0240
		974	0.0891
		1009	0.0574
10	अड्डा	281	0.0026
		282	0.1239
		283	0.0629
		284	0.1865
		256	0.0095
		248	0.0748
		249	0.0492
		247	0.1629
		246	0.1221
		239	0.1540
		237	0.0892
		234	0.0774
		233	0.0061
		232	0.1486
11	धौरमुई	1249	0.0723
		1253	0.0100
		1254	0.0620
		1258	0.0239
		1255	0.0803
		1256	0.0108
		1213	0.1080
		1214	0.0144
		1215	0.0060
		1227	0.1512
		1231	0.1181
		1230	0.0010
		1232	0.0735
		1233	0.0040
		1228	0.0360
		1200	0.0029
		1195	0.0168
		1199	0.1475
		1435	0.0200
		1434	0.0939
		1431	0.0504
		1452	0.0576
		1165	0.0286
		1167	0.0791

1	2	3	4
11	धौरमुई (जारी.....)	1169	0.0020
		1170	0.1440
		1168	0.0936
		1157	0.0293
		1171	0.0052
		1172	0.0346
		1183 (कच्ची सड़क)	0.0207
		1400	0.0222
		1437	0.0573
		1436	0.0720
		1433	0.0020
		1440	0.0025
		1453	0.0720
		1456	0.0288
		1454	0.0056
		1455	0.0720
		1457	0.0060
		1458	0.0666
		1459	0.0432
		1468	0.0072
		1467	0.0144
		1463	0.0049
		1464	0.0986
		1577 (कच्ची सड़क)	0.0440
		1557	0.0524
		1556	0.0324
		1558	0.0020
		1555	0.1159
		1553	0.0481
		1552	0.0010
		1535	0.1048
		1536	0.0792
		1531	0.0468
		1533	0.0048
		1537	0.0115
		1532	0.0614
		1741 (कच्ची सड़क)	0.0324
		1542	0.0150
		1543	0.0325
		1530	0.0075
		739	0.0936
		740	0.0260
		708	0.0224
		709	0.0080
		716	0.0085
		710	0.0792
		705	0.0240
		711	0.0100
		662	0.0080
		667	0.0434
		688	0.1289
		689	0.0094
		690	0.0258
		686	0.0823
		663	0.0693
		666	0.0709
		610	0.0965
		621	0.0332
		611	0.0897

1	2	3	4
11	धौरमुई (जारी.....)	612	0.0075
		608	0.0119
		607	0.0725
12	गुंडवा	198	0.2283
		223	0.0010
		222	0.0694
		200	0.0265
		202	0.0785
		215	0.1338
		216	0.0084
		230	0.0969
		214	0.0075
		232	0.0595
		229	0.0010
		233	0.0047
		236	0.1614
		237	0.0010
		262	0.0032
		235	0.0404
		720	0.0048
		723	0.0133
		724	0.0685
		725	0.0779
		721	0.0986
		812	0.1038
		813	0.0600
		816	0.0319
		817	0.0020
		814	0.0010
		815	0.1116
		820	0.0069
		821	0.0949
		823	0.0866
		824	0.0311
		839	0.0758
		840	0.0050
		844	0.1216
		843	0.0036
		860	0.0261
		845	0.0153
		846	0.0772
		847	0.0084
		857	0.0100
		859	0.0225
		848	0.0418
		858	0.0994
		850	0.0317
		856	0.1327
		854	0.0032
		852	0.0042
		853	0.0939
		922	0.0412
		925/983	0.0228
		288	0.4568
		953	0.1123
		954	0.0294
13	पार	11	0.0961
		13	0.0100
		31	0.0040

1	2	3	4
13	पार (जारी.....)	53	0.0240
		14	0.1945
		17	0.0647
		19	0.0060
		29	0.0050
		18	0.2712
		32	0.0701
		34	0.0931
		35	0.0859
		33	0.1002
		36	0.0042
		63	0.0502
		66	0.1810
		82	0.0814
		83	0.1547
		83/1129	0.1407
		72/1102	0.1105
		72	0.0040
		73	0.0049
		74	0.0741
		75	0.0806
		717	0.0141
		719	0.0628
		723	0.1198
		722	0.0010
		731	0.0718
		738	0.1356
		744	0.0040
		745	0.0897
		747	0.1159
		756	0.0089
		755/1145	0.0100
		759/1146	0.0070
		759/1142	0.0020
		762	0.0072
		755	0.1047
		754	0.0010
		753	0.0010
		752	0.0631
		761	0.0837
		763	0.0181
		765	0.0873
		764	0.0347
		770	0.1260
		771	0.1065
		772	0.0100
		773	0.1045
		784	0.0663
		785 (कच्ची सड़क)	0.0720
		783/1106	0.0792
		786	0.0134
		783	0.1725
		795	0.0010
		782	0.1137
		781	0.1008
14	अठेरा	141	0.0614
		140	0.0174
		139	0.0720
		134	0.0611

1	2	3	4
14	अठेरा (जारी.....)	142	0.0080
		135	0.1080
		138	0.0080
		128	0.0882
		184	0.1080
		185	0.0072
		186	0.0823
		188/377	0.0040
		188	0.1423
		238	0.0040
		246	0.0040
		286	0.0288
		264	0.2079
		263	0.0126
		262	0.0664
		291	0.0144
		261	0.0828
		248 (कच्ची सडक)	0.0159
		247	0.0725
		237	0.1296
		236	0.0432
		223	0.0056
		220	0.0010
		224	0.0577
		225	0.0098
		226	0.0720
		201	0.0648
		227	0.0360
		210	0.0072
		203	0.0029
		202	0.0576
		204	0.1152
15	सेवर	1414	0.1907
		1411	0.0010
		1415	0.0100
		1401	0.0138
		1400	0.0144
		1393	0.0863
		1386	0.1516
		1384	0.1397
		1379	0.0023
		1381	0.0020
		1382	0.0354
		815 (रूल)	0.1080
		670	0.0720
		665	0.0010
		671	0.0297
		662	0.1376
		661	0.0576
		659	0.1297
		657	0.0267
		673	0.0308
		673/2310	0.0121
		674	0.0135
		675	0.0149
		676	0.0626
		677	0.1338
		679	0.0504
		695	0.0953

1	2	3	4
15	सेवर (जारी.....)	680/2444	0.0187
		680	0.1355
		681	0.0360
		682	0.1553
		749	0.0851
		748	0.1008
		684	0.0139
		747	0.0880
		750	0.1904
		751	0.0800
		752	0.0040
		755	0.0601
		757	0.2186
		757/2350	0.0144
		758	0.0478
		759	0.0256
		760	0.0119
		761	0.0797
		762	0.0632
		763	0.0542
		764	0.0020
		768	0.2536
		778	0.1516
		777	0.0917
		774	0.0386
		775	0.0816
		776	0.0040
		773/2361	0.0386
		787	0.0365
		811	0.0020
		810	0.0670
		808	0.1433
		805	0.1020
		809	0.0142
		804	0.0414
		803	0.2163
		802	0.1602
		1586	0.0100
		1597	0.1566
		1594	0.2529
		1584	0.0869
		1586	0.0200
		1560	0.1104
		1559	0.1006
		1588	0.0177
		1523	0.0195
		1524	0.0832
		1547	0.0400
		1546	0.0483
		1532	0.0884
		1533	0.0106
		1537	0.0868
		1536	0.1103
		1535	0.1186
		1512	0.0520
		1511	0.0773
		1510	0.0554
		1507	0.0405
16	मुरवारा	768	0.0086

1	2	3	4
16	मुरवारा(जारी.....)	769	0.1716
		844	0.1028
		845	0.0539
		846	0.0481
		847	0.0594
		847/1178	0.1142
		855	0.0431
		854	0.0056
		857	0.0065
		853	0.0158
17	टेंटपुर	169	0.0838
		217	0.0095
		170	0.0067
		216	0.0513
		215	0.0184
		214	0.0923
		213	0.0043
		211	0.0177
		212	0.0648
		205	0.0040
		222	0.0060
		204	0.0499
		203	0.0698
		199	0.0622
		200	0.0435
		196	0.0020
		197	0.0023
		198	0.1023
		195	0.0364
		109	0.0060
		128	0.0506
		127	0.1117
		121	0.0840
		122	0.0584
		116	0.0073
		123	0.0359
		102	0.0861
		103	0.1082
		104	0.0108
		54	0.0020
		53	0.0056
		52	0.1527
		49	0.0692
		50	0.0034
		48	0.0043
		307	0.0801
		366	0.0898
		367	0.0020
		365	0.1248
		364	0.1388
		344	0.0676
		348	0.0367
		345	0.0008
		347	0.0903
		339	0.1041
		328	0.0814
		329	0.0568
		330	0.0020
		322	0.0757
		321	0.0004
		315	0.0620
		396	0.0020
		314	0.0167
		316	0.0598

[फा.सं.आर.-31015/ 82 /2004-ओ आर.- II]

हरीश कुमार ,अवर सचिव

New Delhi, the 1st April, 2005

s. o. 1192.— Whereas it appears to the Central Government that it is necessary in the public interest that for transportation of the petroluem products from Manglya (Indore) terminal in the State of Madhya pradesh, as extension pipeline to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi should be laid by Bharat Petroleum Corporation Limited;

And, whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user (ROU) in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by subsection (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Deepak Nandi, Competent Authority, Mumbai-Manglya Pipeline Extension Project, Bharat Petroleum Corporation Limited, 1-C, Balmandir colony, near Hotel Pink palace, Sawaimadhopur-322001 (Rajasthan).

SCHEDULE			
TEHSIL : BHARATPUR		DISTRICT : BHARATPUR	STATE : RAJASTHAN
S.No.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
1	ACHALPURA	14	0.0973
		15	0.0385
		13	0.0031
		19	0.0134
		20	0.2583
		22	0.0071
		26	0.0874
		27	0.0020
		25	0.0110
		33	0.0587
		28	0.0261
		32	0.1380
		31	0.0010
		57	0.0611
		56	0.0013
		59	0.0188
		55	0.0633
		70	0.0265
		60/313	0.0100
		61	0.0273
		64	0.0248
		62	0.0405
		67	0.1054
		105	0.0725
		106	0.0255
		107	0.0698
		112	0.0789
		113	0.0865
		114	0.0010
		115	0.0325
		117	0.0371
		116	0.0160
		118	0.0104
		68	0.0414
		90	0.0040
		92	0.0806
		95	0.1024
		94	0.0070
		93	0.0060
		119	0.0432
		121	0.0557
		139	0.0040
		140	0.0443
		142	0.1596
		144	0.0031
		145	0.0010
		146	0.0666
		147	0.0236
		148	0.0250
2	ADDI	145	0.1199
		146	0.0280
		128 (RAIL)	0.1138
		97	0.0077
		98/187	0.0010
		98	0.1542
		99	0.0024
		101	0.0465

1	2	3	4
2	ADDI (Contd.....)	102	0.1836
		107	0.0016
		108	0.0201
		109	0.0375
		111	0.0648
		115	0.0460
		0117/181	0.0298
		116	0.0235
		65 (RAIL)	0.1024
		50	0.0816
		44	0.0449
		43	0.0016
		40	0.0020
		41	0.0635
		46	0.0376
		46/186	0.0580
		47	0.0484
3	BAGDHARI	372	0.0100
		371	0.1266
		380	0.1765
		381	0.1062
		382	0.1557
		383	0.1151
		397	0.2376
		413	0.1584
		414	0.0010
		415	0.0207
		418	0.0602
		433	0.0010
		431	0.1944
		432	0.1152
		444	0.0072
		430	0.0194
		456	0.1251
		474	0.1126
		473	0.0464
		471	0.2099
		470	0.0020
		487	0.1086
		489	0.0746
		490	0.0643
		491	0.0720
		500	0.2767
		499	0.0499
4	BAMANPURA	310	0.1339
		309	0.0158
		312	0.0168
		313	0.0625
		311	0.0176
		315	0.0034
		316	0.0200
		318	0.0432
		320	0.0040
		319	0.1084
		369	0.0266
		364	0.0288
		365	0.0177
		366	0.0387
		403	0.0046
		402	0.0239

1	2	3	4
4	BAMANPURA (Contd.....)	370	0.0137
		401	0.0352
		410	0.1106
		411	0.0970
		412	0.0684
		420	0.1223
		422	0.0302
		388	0.1840
		421 (C/T)	0.0050
		387	0.0844
		424	0.0028
		386	0.0487
		614	0.0190
		615	0.0173
		616	0.0901
		612	0.0920
		620	0.0100
		621	0.1697
		619	0.1395
		626	0.0177
5	KASBA BHARATPUR	65	0.0566
		60	0.0020
		64	0.0164
		62	0.0070
		61	0.0870
		50	0.1113
		52	0.1164
		53	0.0879
		54	0.0396
		55	0.0107
		44	0.0639
		48	0.0020
		49	0.0020
		45	0.0020
		41	0.0586
6	GOLPURA	104	0.0068
		102	0.0040
		103	0.1400
		97	0.1107
		95	0.0910
		96	0.0010
		92	0.1113
		91	0.1473
		36	0.0080
		64	0.0198
		59	0.0595
		65	0.0020
		66	0.0008
		67	0.0905
		68	0.1632
		70	0.0576
		71	0.0628
		83	0.1240
		82	0.0747
		105 (C/T)	0.1449
		118	0.0126
		119	0.0230
		122	0.0020
		123	0.1938

1	2	3	4
6	GOLPURA (Contd.....)	126	0.0087
		124	0.1500
		128	0.1107
7	JAGHINA	2497	0.0663
		2496	0.1690
		2486	0.0947
		2485	0.0841
		1924 (NH24)	0.0615
		914	0.0556
		913	0.0975
		918	0.0093
		915	0.0073
		916	0.0384
		920	0.0030
		921	0.0040
		919	0.0647
		924	0.0282
		923	0.0067
		925	0.0327
		926	0.0020
		966	0.0837
		928	0.0012
		964	0.0596
		965	0.0191
		971	0.0996
		962	0.0010
		972	0.0341
		973	0.0727
		979	0.0016
		974	0.1058
		975	0.0849
		976	0.0040
		993 (C/T)	0.0216
		1060	0.0147
		1061	0.0825
		1063	0.1477
		1066	0.0088
		1065	0.0926
		1070	0.0040
		1072	0.0623
		1073	0.0038
		1071	0.0504
		1074	0.0328
		1075	0.0525
		1076	0.0020
		1082	0.0083
		1084	0.0315
		1083	0.0819
		1131	0.0277
		1134	0.0350
		1145	0.0468
		1132	0.0904
		1172	0.1152
		1147	0.0048
		1144	0.0521
		1173	0.0694
		1174	0.0060
		1181	0.0972
		1182	0.1012

1	2	3	4
7	JAGHINA (Contd.....)	1186	0.0032
		1183	0.0034
		1200	0.1099
		1201	0.0722
		1221	0.0614
		1225	0.0984
		1220	0.0035
		1226	0.0431
		1232	0.0485
		1231	0.0589
		1233	0.0798
		1230	0.0203
		1249	0.0932
		1257	0.0084
		1256	0.0488
		1272	0.0807
		1278	0.0743
		1277	0.1093
		1276	0.0020
		1292	0.0060
		1290	0.1033
		1293	0.0624
		1304	0.0867
		1310	0.1190
		1316	0.1270
		1319	0.0221
		1320	0.0251
		1318	0.0132
		1330	0.0800
		1331	0.0333
		1343	0.0269
		1342	0.1679
		1341	0.0056
		1365	0.0686
		1364	0.0010
		1382	0.0024
		1366	0.1250
		1,371	0.0806
		1370	0.0171
		1380	0.0141
		1372	0.0371
		1373	0.0932
		1377	0.1063
		1400	0.0617
		1402	0.1443
		1403	0.0437
		1404	0.0046
		2538	0.0648
		2546	0.0216
		2547	0.0936
		2549	0.0432
		2584	0.0338
		2551	0.1440
		2550	0.0020
		2553	0.1224
8	TUHIYA	1612	0.0103
		1613	0.1216
		1622	0.0553
		1621	0.0167

1	2	3	4
8	TUHIYA (Contd.....)	1623	0.0491
		1625	0.0144
		1632	0.0341
		1630	0.0186
		1631	0.0085
		2045/2230	0.0230
		2045	0.0445
		2017	0.0628
		2044	0.0010
		2018	0.0729
		2015	0.0197
		2021	0.0321
		2022	0.0256
		2014	0.0629
		2025	0.0196
		2013	0.0978
		2026	0.0014
		2029	0.0536
		2030	0.0435
		2031	0.0029
		2032	0.0555
		2007 (C/T)	0.0189
		1995	0.0030
		1996	0.0672
		1990	0.0317
		1991	0.0264
		1989	0.0013
		1987	0.1408
		1988	0.0553
		1985	0.1013
		1866	0.0832
		1886	0.0120
		1842	0.1368
		1867	0.0399
		1885	0.0710
		1889	0.0012
		1884	0.0310
		1890	0.0630
		1881	0.0010
		1891	0.0546
		1892	0.1369
		1840	0.0515
		1838	0.0627
		1839	0.0355
		1829 (C/T)	0.0153
		1822	0.0364
		1823	0.0262
		1820	0.0401
		1790	0.0512
		1784	0.0482
		1785	0.0697
		1904(C/T)	0.0144
		1787	0.0192
		1786	0.0990
9	VILOTHI	311	0.0453
		316	0.0300
		315	0.0976
		314	0.0094
		313	0.0429

1	2	3	4
9	VILOTHI (Contd....)	321 (C/T)	0.0102
		250	0.0473
		252	0.0020
		251	0.0979
		257	0.0100
		249	0.0091
		248	0.0861
		247	0.1008
		246	0.0146
		219	0.0023
		224	0.0144
		225	0.0652
		223	0.0510
		619	0.0360
		621	0.0388
		632	0.0350
		630	0.0040
		631	0.1115
		622	0.0140
		626	0.0278
		627	0.0802
		628	0.0202
		629	0.0020
		649	0.0246
		648	0.0541
		681	0.0865
		682	0.0113
		646	0.0311
		683	0.0427
		672	0.0108
		684	0.0762
		686	0.0020
		687	0.0346
		688	0.0707
		689	0.0060
		691	0.0493
		717	0.0520
		718	0.0462
		716	0.0072
		715	0.0116
		711	0.0461
		712	0.0678
		709	0.0734
		1276 (ROAD)	0.0427
		853 (C/T)	0.0077
		854	0.0260
		855	0.0040
		852	0.0036
		863	0.0288
		864	0.0108
		865	0.0634
		866	0.0276
		870	0.0992
		871	0.0020
		874	0.0901
		875	0.0100
		903	0.0040
		906	0.0122
		934	0.0127

1	2	3	4
9	VILOTHI (Contd....)	875	0.0044
		933	0.0961
		975	0.0120
		932	0.0827
		927	0.0808
		928	0.0770
		905	0.0527
		904	0.0139
		926	0.0890
		925	0.0040
		970	0.0272
		971	0.0282
		973	0.0010
		973/1753	0.0240
		974	0.0891
		1009	0.0574
10	ADDA	281	0.0026
		282	0.1239
		283	0.0629
		284	0.1865
		256	0.0095
		248	0.0748
		249	0.0492
		247	0.1629
		246	0.1221
		239	0.1540
		237	0.0892
		234	0.0774
		233	0.0061
		232	0.1486
11	DHORMUEI	1249	0.0723
		1253	0.0100
		1254	0.0620
		1258	0.0239
		1255	0.0803
		1256	0.0108
		1213	0.1080
		1214	0.0144
		1215	0.0060
		1227	0.1512
		1231	0.1181
		1230	0.0010
		1232	0.0735
		1233	0.0040
		1228	0.0360
		1200	0.0029
		1195	0.0168
		1199	0.1475
		1435	0.0200
		1434	0.0939
		1431	0.0504
		1452	0.0576
		1165	0.0286
		1167	0.0791
		1169	0.0020
		1170	0.1440
		1168	0.0936
		1157	0.0293
		1171	0.0052

1	2	3	4
11	DHORMUEI (Contd....)	1172	0.0346
		1183(C/T)	0.0207
		1400	0.0222
		1437	0.0573
		1436	0.0720
		1433	0.0020
		1440	0.0025
		1453	0.0720
		1456	0.0288
		1454	0.0056
		1455	0.0720
		1457	0.0060
		1458	0.0666
		1459	0.0432
		1468	0.0072
		1467	0.0144
		1463	0.0049
		1464	0.0986
		1577 (C/T)	0.0440
		1557	0.0524
		1556	0.0324
		1558	0.0020
		1555	0.1159
		1553	0.0481
		1552	0.0010
		1535	0.1048
		1536	0.0792
		1531	0.0468
		1533	0.0048
		1537	0.0115
		1532	0.0614
		1741 (C/T)	0.0324
		1542	0.0150
		1543	0.0325
		1530	0.0075
		739	0.0936
		740	0.0260
		708	0.0224
		709	0.0080
		716	0.0085
		710	0.0792
		705	0.0240
		711	0.0100
		662	0.0080
		667	0.0434
		688	0.1289
		689	0.0094
		690	0.0258
		686	0.0823
		663	0.0693
		666	0.0709
		610	0.0965
		621	0.0332
		611	0.0897
		612	0.0075
		608	0.0119
		607	0.0725
12	GUNDVA	198	0.2283
		223	0.0010

1	2	3.	4
12	GUNDVA (Contd....)	222	0.0694
		200	0.0265
		202	0.0785
		215	0.1338
		216	0.0084
		230	0.0969
		214	0.0075
		232	0.0595
		229	0.0010
		233	0.0047
		236	0.1614
		237	0.0010
		262	0.0032
		235	0.0404
		720	0.0048
		723	0.0133
		724	0.0685
		725	0.0779
		721	0.0986
		812	0.1038
		813	0.0600
		816	0.0319
		817	0.0020
		814	0.0010
		815	0.1116
		820	0.0069
		821	0.0949
		823	0.0866
		824	0.0311
		839	0.0758
		840	0.0050
		844	0.1216
		843	0.0036
		860	0.0261
		845	0.0153
		846	0.0772
		847	0.0084
		857	0.0100
		859	0.0225
		848	0.0418
		858	0.0994
		850	0.0317
		856	0.1327
		854	0.0032
		852	0.0042
		853	0.0939
		922	0.0412
		925/983	0.0228
		288	0.4568
		953	0.1123
		954	0.0294
13	PAR	11	0.0961
		13	0.0100
		31	0.0040
		53	0.0240
		14	0.1945
		17	0.0647
		19	0.0060
		29	0.0050

1	2	3	4
13	PAR (Contd....)	18	0.2712
		32	0.0701
		34	0.0931
		35	0.0859
		33	0.1002
		36	0.0042
		63	0.0502
		66	0.1810
		82	0.0814
		83	0.1547
		83/1129	0.1407
		72/1102	0.1105
		72	0.0040
		73	0.0049
		74	0.0741
		75	0.0806
		717	0.0141
		719	0.0628
		723	0.1198
		722	0.0010
		731	0.0718
		738	0.1356
		744	0.0040
		745	0.0897
		747	0.1159
		756	0.0089
		755/1145	0.0100
		759/1146	0.0070
		759/1142	0.0020
		762	0.0072
		755	0.1047
		754	0.0010
		753	0.0010
		752	0.0631
		761	0.0837
		763	0.0181
		765	0.0873
		764	0.0347
		770	0.1260
		771	0.1065
		772	0.0100
		773	0.1045
		784	0.0663
		785 (C/T)	0.0720
		783/1106	0.0792
		786	0.0134
		783	0.1725
		795	0.0010
		782	0.1137
		781	0.1008
14	ATHERA	141	0.0614
		140	0.0174
		139	0.0720
		134	0.0611
		142	0.0080
		135	0.1080
		138	0.0080
		128	0.0882
		184	0.1080

1	2	3	4
14	ATHERA (Contd....)	185	0.0072
		186	0.0823
		188/377	0.6040
		188	0.1423
		238	0.0040
		246	0.0040
		286	0.0288
		264	0.2079
		263	0.0126
		262	0.0664
		291	0.0144
		261	0.0828
		248 (C/T)	0.0159
		247	0.0725
		237	0.1296
		236	0.0432
		223	0.0056
		220	0.0010
		224	0.0577
		225	0.0098
		226	0.0720
		201	0.0648
		227	0.0360
		210	0.0072
		203	0.0029
		202	0.0576
		204	0.1152
15	SEWAR	1414	0.1907
		1411	0.0010
		1415	0.0100
		1401	0.0138
		1400	0.0144
		1393	0.0863
		1386	0.1516
		1384	0.1397
		1379	0.0023
		1381	0.0020
		1382	0.0354
		815 (RAIL)	0.1080
		670	0.0720
		665	0.0010
		671	0.0297
		662	0.1376
		661	0.0576
		659	0.1297
		657	0.0267
		673	0.0308
		673/2310	0.0121
		674	0.0135
		675	0.0149
		676	0.0626
		677	0.1338
		679	0.0504
		695	0.0953
		680/2444	0.0187
		680	0.1355
		681	0.0360
		682	0.1553
		749	0.0851

1	2	3	4
15	SEWAR (Contd....)	748	0.1008
		684	0.0139
		747	0.0880
		750	0.1904
		751	0.0800
		752	0.0040
		755	0.0601
		757	0.2186
		757/2350	0.0144
		758	0.0478
		759	0.0256
		760	0.0119
		761	0.0797
		762	0.0632
		763	0.0542
		764	0.0020
		768	0.2536
		778	0.1516
		777	0.0917
		774	0.0386
		775	0.0816
		776	0.0040
		773/2361	0.0386
		787	0.0365
		811	0.0020
		810	0.0670
		808	0.1433
		805	0.1020
		809	0.0142
		804	0.0414
		803	0.2163
		802	0.1602
		1586	0.0100
		1597	0.1566
		1594	0.2529
		1584	0.0869
		1586	0.0200
		1560	0.1104
		1559	0.1006
		1588	0.0177
		1523	0.0195
		1524	0.0832
		1547	0.0400
		1546	0.0483
		1532	0.0884
		1533	0.0106
		1537	0.0868
		1536	0.1103
		1535	0.1186
		1512	0.0520
		1511	0.0773
		1510	0.0554
		1507	0.0405
16	MURVARA	768	0.0086
		769	0.1716
		844	0.1028
		845	0.0539
		846	0.0481
		847	0.0594
		847/1178	0.1142

1	2	3	4
16	MURVARA (Contd....)	855	0.0431
		854	0.0056
		857	0.0065
		853	0.0158
17	TONTPUR	169	0.0838
		217	0.0095
		170	0.0067
		216	0.0513
		215	0.0184
		214	0.0923
		213	0.0043
		211	0.0177
		212	0.0648
		205	0.0040
		222	0.0060
		204	0.0499
		203	0.0698
		199	0.0622
		200	0.0435
		196	0.0020
		197	0.0023
		198	0.1023
		195	0.0364
		109	0.0060
		128	0.0506
		127	0.1117
		121	0.0840
		122	0.0584
		116	0.0073
		123	0.0359
		102	0.0861
		103	0.1082
		104	0.0108
		54	0.0020
		53	0.0056
		52	0.1527
		49	0.0692
		50	0.0034
		48	0.0043
		307	0.0801
		366	0.0898
		367	0.0020
		365	0.1248
		364	0.1388
		344	0.0676
		348	0.0367
		345	0.0008
		347	0.0903
		339	0.1041
		328	0.0814
		329	0.0568
		330	0.0020
		322	0.0757
		321	0.0004
		315	0.0620
		306	0.0020
		314	0.0187
		316	0.0598

श्रम मंत्रालय

नई दिल्ली, 7 मार्च, 2005

• का. आ. 1193.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, भारतीय हथकरघा प्रौद्योगिक संस्थान प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, जोधपुर (संदर्भ संख्या 7/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-3-2005 को प्राप्त हुआ था।

[सं. एल-42012/231/2002-आई आर (सी.-II)]

एन.पी. केशवन, डैस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 7th March, 2005.

S.O. 1193.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 7/2003) of the Industrial Tribunal JODHPUR as shown in the Annexure, in the Industrial Dispute between the management of *Indian Institute of Handloom Technology*, and their workmen, received by the Central Government on 07-03-2005.

[No. L-42012/231/2002-IR (CM-II)]

N. P. KESAVAN, Desk Officer

अनुबन्ध**औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय जोधपुर**

पीठासीन अधिकारी :—श्री के. के. गुप्ता, आर.एच.जे.एस.

औ० वि० संख्या :—7/2003

श्री जयसिंह पुत्र श्री भजनलाल माली निवासी तिलवाडिया बेरा चौपासनी स्कूल के सामने, जोधपुर

... प्रार्थी

बनाम

निर्देशक, भारतीय हथकरघा प्रौद्योगिक संस्थान, चौखा रोड, जोधपुर

... अप्रार्थी

उपस्थिति :—

(1) प्रार्थी प्रतिनिधि श्री के. के. व्यास उप०

(2) अप्रार्थी प्रतिनिधि श्री बी.के. जैन उप०

अधिनिर्णय

दिनांक 18-12-2004

श्रम मंत्रालय भारत सरकार नई दिल्ली द्वारा अपनी अधिसूचना क्रमांक एल-42012/231/2002-आईआर (सी.एम.-II) दिनांक 25-4-2003 से निम्न विवाद वास्ते अधिनिर्णय इस न्यायालय को प्रेषित किया है :—

“क्या निर्देशक भारतीय हथकरघा प्रौद्योगिकी संस्थान भारत सरकार वस्त्र मंत्रालय राधाकृष्णापुरम, चौपासनी चौखा रोड, जोधपुर द्वारा अपने कर्मकार श्री जयसिंह पुत्र श्री भजनसिंह एक्स ड्राइवर

को दिनांक 30-7-2000 से सेवा से पृथक् करना उचित एवं वैध है? यदि नहीं तो कर्मकार अपने नियोजक से क्या राहत पाने का अधिकारी है?”

प्रार्थी ने अपना माँग-पत्र प्रस्तुत करते हुए अभिकथित किया है कि अप्रार्थी द्वारा प्रार्थी को नियोजन कार्यालय से 18-12-98 को साक्षात्कार हेतु पत्र भिजवाया जाकर 4-1-99 को ड्राइवर के पद हेतु साक्षात्कार हेतु निर्देशित किया लेकिन 30-12-88 को अपरिहार्य कारणों से उक्त साक्षात्कार को स्थगित कर दिया। अप्रार्थी द्वारा ज्ञापन सं० 2695 दिनांक 24-7-99 द्वारा पुनः सूचित किया कि साक्षात्कार दिनांक 11-8-99 को आयोजित होंगे। प्रार्थी अपनी उपस्थिति देवे, जिसपर प्रार्थी अप्रार्थी विभाग में उपस्थित हुआ जहाँ प्रार्थी चयनित किया गया, प्रार्थी को 19-8-99 को कार्यभार ग्रहण करवाया गया, प्रार्थी को वाहन सं० आर.जे. 19 पी. 5060 को चलाने हेतु लगाया गया, प्रार्थी के कार्य से सन्तुष्ट होकर उसको सेवाएँ निरन्तर जारी रखी गई, प्रार्थी 19-8-99 से 30-7-2000 तक अप्रार्थी के अधीन लगातार नियुक्त व कार्यरत रहा 30-7-2000 को प्रार्थी की सेवाएँ अप्रार्थी के तत्कालीन निदेशक हरीप्रसाद शुक्ला ने मौखिक आदेश से समाप्त कर दो तथा प्रार्थी के स्थान पर देवीसिंह पुत्र जसवन्तसिंह को ड्राइवर के पद पर नियुक्ति प्रदान कर दो जिसका कि लाईसेंस बनाने के समय आयु मात्र 14 वर्ष होना पाया गया, प्रार्थी ने इसकी शिकायत केन्द्रीय अन्वेषण ब्यूरो से सम्पर्क किया जिस पर सी.बी.आई. द्वारा तत्कालीन डायरेक्टर के खिलाफ कार्यवाही की गई व मामला दर्ज किया गया। प्रार्थी का कथन है कि उसकी नियुक्ति नियमित वेतन श्रृंखला में की गई थी एवं नियुक्ति हेतु पूर्ण प्रक्रिया अपनाई जाकर ही 19-8-99 को नियुक्ति प्रदान की गई थी, प्रार्थी ने कुल 11 माह तक कार्य किया व 30-7-2000 को सेवामुक्त कर दिया, सेवा मुक्ति से पूर्व न तो कोई नोटिस दिया न ही नोटिस पे दी गई न ही मुआवजा राशि का भुगतान किया गया इस प्रकार विपक्षी द्वारा धारा 25-एफ. 25 जी व 25-एच के प्रावधानों का उल्लंघन किया गया, सेवामुक्ति से पूर्व कोई आरोप-पत्र नहीं दिया न ही कोई जाँच की गई। प्रार्थी सेवा समाप्ति के बाद लगातार पुनः सेवा में स्थापित करने हेतु निवेदन करता रहा लेकिन उसे नौकरी पर नहीं लिया। प्रार्थी का कथन है कि अप्रार्थी द्वारा अपने अधीन नियुक्त व कार्यरत कर्मचारियों की कोई वरिष्ठता सूची जारी नहीं की गई, वरिष्ठता क्रम की पालना किये बिना ही सेवामुक्ति की तमाम कार्यवाही औ० नियम 77 का स्पष्ट रूप से उल्लंघन है, प्रार्थी को उसके लम्बे सेवाकाल से जबरिया घचित करने के उद्देश्य से सेवामुक्त किया गया जो नैसर्गिक न्याय के सिद्धांतों के विपरीत है। अन्त में निवेदन किया कि प्रार्थी की सेवामुक्ति दिनांक 30-7-2000 को अनुचित एवं अवैध घोषित किया जाकर प्रार्थी को सेवा की निरन्तरता में पूर्ण पूर्व भूति सहित सेवा में पुनर्स्थापित किये जाने का अधिनिर्णय पारित किया जावे।

अप्रार्थी की ओर से जवाब प्रस्तुत किया गया जिसमें प्रारम्भिक आपत्तियों में कहा गया कि अप्रार्थी विभाग में किसी प्रकार का औद्योगिक कार्य नहीं होता है अतः अप्रार्थी विभाग धारा 2(जे) के तहत उद्योग की परिभाषा में नहीं आता है अतः अप्रार्थी व औद्योगिक विवाद अधिनियम के प्रावधान लागू नहीं होते। प्रार्थी ने अप्रार्थी विभाग में समय-समय पर फिक्सड पीरियड के लिए कोन्ट्रैक्ट बेसिस पर चालक व बुनकर अटेण्डेन्ट के पद पर कार्य किया था जो कोन्ट्रैक्ट पीरियड समाप्त होने पर प्रार्थी स्वतः ही कार्यमुक्त हो गया, प्रार्थी के साथ कोन्ट्रैक्ट बेसिस पर कसौमुदीन राजेश, मुकेश कुमार, अर्जुन लाल, करणसिंह, दीपसिंह, रूपसिंह, पैपसिंह, लक्ष्मणसिंह, इंदरसिंह सोलंकी, चैनाराम व हरिराम को लगाया था जिनका भी कोन्ट्रैक्ट पीरियड समाप्त होने पर वे स्वतः कार्यमुक्त हो गये इन सभी ने केन्द्रीय प्रशासनिक अधिकरण, जोधपुर पीठ में अपना कैस

प्रस्तुत किया जो दिनांक 6 अगस्त 2003 को खारिज किया गया, उक्त आदेश प्रार्थी पर भी लागू होता है। प्रार्थी ने 31-5-2000 से करीब 23 महीने के अन्तराल के बाद क्षेत्रीय श्रम आयुक्त अजमेर में 26-4-2002 को शिकायत प्रस्तुत की जिसमें करीब डेढ़ वर्ष से ज्यादा कार्य करना बताया तथा अब माँग सूची में ग्यारह महीने लगातार कार्य करना बताया है। आगे जबाब में कहा गया है कि साक्षात्कार दिनांक 11 अगस्त 1999 को हुआ था। विभाग द्वारा प्रकाशित विज्ञापन से लगभग 38 प्रतियोगियों ने नियोजन कार्यालय के द्वारा आवेदन किया था जिन्हें साक्षात्कार हेतु विभाग द्वारा बुलाया गया लेकिन साक्षात्कार के दिन 11 आवेदनकर्ता उपस्थित हुए जिसमें साक्षात्कार चालक के पद पर नियमित नियुक्ति श्री देवीसिंह पुत्र जसवंत सिंह की की गई व उसे नियुक्ति-पत्र भी दिया, देवीसिंह ने अपना कार्यग्रहण 19 अगस्त 1999 को किया, प्रार्थी को कोई भी नियुक्ति-पत्र नियुक्ति न होने के कारण नहीं दिया गया। विभाग में कुछ समय के लिए कोन्ट्रैक्ट वर्कर्स की आवश्यकता महसूस की गई थी व उसके अनुसार नियमित चालक चुनाव ड्यूटी में चले जाने के कारण प्रार्थी को सीमित समय के लिए कोन्ट्रैक्टुअल ड्राइवर के रूप में 19 अगस्त 1999 से 31 अगस्त 1999 तक कार्य पर लगाया गया। प्रार्थी ने समय-समय पर विभाग में सीमित समय के लिए बुनकर अटेण्डेन्ट के रूप में कोन्ट्रैक्टुअल वर्कर की तरह कार्य किया, प्रार्थी ने कभी भी लगातार विभाग में कार्य नहीं किया। प्रार्थी की नियुक्ति नियमित वेतन श्रृंखला में नहीं की गई बल्कि प्रार्थी को सीमित समय के लिए कोन्ट्रैक्टुअल ड्राइवर के रूप में आवश्यकता अनुसार लगाया गया था, विभाग में ड्राइवर का एक ही नियमित पद रिक्त था जिसपर देवीसिंह की नियुक्ति की गई थी प्रार्थी को मात्र 13 दिन के लिए कोन्ट्रैक्ट बेसिस पर ड्राइवर के रूप में नियमित ड्राइवर की इलेक्सन में ड्यूटी लगने के कारण लगाया गया था उसके बाद प्रार्थी की नियुक्ति आवश्यकता अनुसार बुनकर अटेण्डेन्ट के रूप में समय-समय पर सीमित समय के लिए की गई, प्रार्थी का यह कथन गलत है कि उसने विभाग में लगातार 11 महीने कार्य किया, यह भी गलत है कि बिना किसी प्रकार के 30 जुलाई 2000 को उसे सेवामुक्त कर दिया गया। यह कहा गया है कि विभाग का मुख्य कार्य हैण्डलूम में शिक्षा देने का है अतः विभाग उद्योग की परिभाषा में नहीं आता न ही विभाग पर औ० वि० अधिनियम के प्रावधान लागू होते हैं, प्रार्थी ने विभाग में हर समय कोन्ट्रैक्ट बेसिस पर ही कार्य किया तथा कोन्ट्रैक्ट खत्म होने पर प्रार्थी का विभाग में कार्य स्वतः ही खत्म हो गया, विभाग ने प्रार्थी को सेवामुक्त नहीं किया अतः पीरियड समाप्त होने के पश्चात् प्रार्थी को किसी प्रकार का नोटिस या आरोप-पत्र दिये जाने का कोई प्रश्न ही पैदा नहीं होता, विभाग ने किसी प्रकार का नैसर्गिक न्याय के सिद्धांतों की अवहेलना नहीं की अन्त में निवेदन किया कि प्रार्थी का माँग-पत्र सव्यय खारिज किया जावे।

माँग-पत्र के समर्थन में प्रार्थी ने स्वयं का शपथ-पत्र तथा अपने पक्ष समर्थन में कसीमुदीन का शपथ-पत्र प्रस्तुत किया जिन पर अप्रार्थी प्रतिनिधि द्वारा जिरह की गई तथा अप्रार्थी की ओर से विरेन्द्र कुमार भारद्वाज का शपथ-पत्र प्रस्तुत किया गया जिसपर प्रार्थी प्रतिनिधि द्वारा जिरह की गई। अप्रार्थी की ओर से विभिन्न दस्तावेजात की फोटो स्टेट प्रतियाँ प्रस्तुत की गई।

दोनों पक्षों के प्रतिनिधिगण की बहस सुनी, पत्रावली व अवलोकन किया।

प्रार्थी का कहना है कि 19-8-99 से 30-7-2000 तक दो साल तक उसने कार्य किया और उसकी नियुक्ति ड्राइवर के पद पर हुई थी उसे 30-7-2000 को मौखिक आदेश से सेवा से हटा दिया, उसने 240 दिन से अधिक कार्य किया है, प्रार्थी का यह भी कहना है कि देवीसिंह को

ड्राइवर के पद पर नियुक्ति प्रदान कर दी जिसका कि लाइसेन्स बनाने के समय आयु मात्र 14 वर्ष थी, सेवामुक्ति से पूर्व उसे कोई नोटिस वेतन व छंटनी मुआवजा नहीं दिया अतः उसे सेवा की निरन्तरता में पूर्ण लाभों सहित सेवा में पुनर्स्थापित किया जाए।

अप्रार्थी का यह कहना है कि प्रार्थी जयसिंह को ड्राइवर के इन्टरव्यू के लिए बुलाया था किन्तु उसका पेनल में दूसरा नाम था और कार्यालय में ड्राइवर का एक ही पद था जिसपर प्रथम नाम देवीसिंह का था जिसपर उसकी नियुक्ति कर दी गई, प्रार्थी जयसिंह को विविंग अटेण्डेन्ट के पद पर संविदा के आधार पर रखा गया था एवं चूँकि यह वाहन चलाना जानता था इसलिये कुछ समय के लिए इससे वाहन चलवाया गया था। देवीसिंह की नियुक्ति के सम्बन्ध में कोई रेफरेन्स नहीं है इसके सम्बन्ध में विभाग व सी.बी.आई. कार्यवाही करेगा।

प्रार्थी ने अपने शपथ-पत्र में माँग-पत्र में अंकित तथ्यों को दोहराया है। जिरह में कहा है कि उसकी नियुक्ति ड्राइवर के पद पर हुई थी, लिखित आदेश नहीं था, देवीसिंह पहले से ही गाड़ी चला रहा था वह बुनकर सहायक के पद पर नहीं था। प्रदर्श 1 पर ए.टू.बी. दस्तखत मेरे हैं, मई के बाद का पेमेन्ट नहीं मिला, यह गलत है कि 30-7-2000 तक काम नहीं किया हो। देवीसिंह को मेरे निकालने के बाद नियुक्ति दी उसकी नियुक्ति पहले नहीं हुई थी।

प्रार्थी के गवाह कसीमुदीन को भी प्रस्तुत किया गया है उसने अपने शपथ-पत्र में प्रार्थी की नियुक्ति ड्राइवर के पद पर होने की बात कही है व उसके द्वारा वाहन चलाना व 30-7-2000 तक काम करने की बात कही है। जिरह में इसने यह स्वीकार किया है कि देवीसिंह की नियुक्ति इन्टरव्यू लेकर हुई थी, अन्य कर्मचारियों ने जिन्हें टेम्प्रेरी तौर पर सीमित समय के लिए लगाया था उन्होंने सी.ए.टी. में नियमित करने हेतु कैस लगाया था जो 6-8-03 को खारिज हो गया है। प्रदर्श-2 आदेश की फोटो कॉपी है जिसमें जयसिंह के आगे बुनकर सहायक अंकित है। यह सही है। ऑफिस वालों ने लिख दिया होगा। मैंने तो उसे ड्राइवर के पद पर काम करते हुए देखा है। देवीसिंह की नियुक्ति सन् 2000 से पहले ही हो चुकी थी।

विपक्षी के गवाह विरेन्द्र कुमार भारद्वाज डायरेक्टर आई. आई. एच. टी. चौखा ने अपने शपथ-पत्र में जवाब में अंकित तथ्यों को दोहराया है व जिरह में कहा है कि प्रदर्श-3, 4 व 5 फोटो प्रतियाँ उनके यहां से जारी हुई हैं, 30 प्रत्याक्षियों ने हिस्सा लिया था और प्रार्थी ने भी लिया था, इन्टरव्यू में प्रार्थी का चयन नहीं हुआ क्योंकि नियमित पद एक ही था उस पर देवीसिंह की नियुक्ति हुई थी, हमारे यहां दो ही वाहन हैं एक अम्बेसडर वाहन है व एक बस है जो छात्रों के लिए टेक्नीकल विजिट के लिए साल में 2-3 बार जाती है, प्रदर्श-6 फोटो कॉपी लॉग बुक पर हमारे यहां के अधिकारियों के हस्ताक्षर हैं, जयसिंह के हस्ताक्षर में नहीं पहचानता, लॉग-बुक में ड्राइवर के हस्ताक्षर नहीं होते हैं, कोई कॉलम नहीं है, यह गलत है कि प्रार्थी ने ड्राइवर के पद पर लगातार कार्य किया हो, ड्राइवर के पद पर 13 दिन काम किया, लगातार काम नहीं किया, 19 अगस्त 99 से 31 अगस्त 99 तक तथा विविंग अटेण्डेन्ट (बुनकर सहायक) के पद पर कोन्ट्रैक्ट बेसिस पर रखा था। जिनकी सभी की फोटो कापियाँ प्रस्तुत की हैं, रिकार्ड के आधार पर 31-5-2000 तक प्रार्थी ने काम किया है, कान्ट्रैक्ट था इसलिये नोटिस व मुआवजा देने की आवश्यकता नहीं थी।

अप्रार्थी के द्वारा केन्द्रीय प्रशासनिक अधिकरण के प्रकरण सं० ओए/172/2001 दिनांक 6-8-03 के निर्णय की फोटो प्रति प्रस्तुत

की गई है और उसका मुख्य रूप से यह कहना है कि प्रार्थी के साथ अन्य 13 कर्मचारियों को, जो कि संविदा पर रखे गये थे, ने याचिका प्रस्तुत की थी जो केन्द्रीय प्रशासनिक अधिकरण द्वारा खारिज कर दी गई और उनको संविदा पर होने के कारण किसी प्रकार की राहत नहीं दी गई जिसका अवलोकन किया गया। प्रदर्श-3, 4 व 5 के अवलोकन से मैं पाता हूँ कि प्रार्थी को ड्राईवर के पद के लिए इन्टरव्यू के लिए बुलाया था किन्तु प्रदर्श-7 के अवलोकन से यह स्पष्ट है कि जिन प्रत्याशियों का इन्टरव्यू लिया उसके बाद में दो प्रत्याशियों की मेरिट लिस्ट बनी जिसमें देवीसिंह का नाम प्रथम नम्बर पर था तथा जयसिंह का दूसरे नम्बर पर रखा गया। प्रार्थी का यह कहना है कि देवीसिंह को उसके बाद में नियुक्ति दी गई, यह नहीं माना जा सकता क्योंकि अप्रार्थी के गवाह का यह स्पष्ट कथन है कि नियमित पद एक ही था जिस पर देवीसिंह की नियुक्ति हुई थी जिसकी पुष्टि में अप्रार्थी की ओर से 12 अगस्त, 99 की देवीसिंह के ड्राईवर के पद पर सलेक्शन के पत्र की प्रति प्रस्तुत की गई है व 28-10-99 के नियुक्ति-पत्र की प्रति प्रस्तुत हुई है अतः प्रार्थी का यह कहना है कि देवीसिंह को 2000 में नियुक्त किया गया, मानने योग्य नहीं है। अप्रार्थी के गवाह ने स्पष्ट कहा है कि विभाग में एक ही पद है व दो वाहन हैं जिसमें एक बस है जो कि छात्रों को साल में दो या तीन बार शैक्षणिक भ्रमण पर ले जाती है व एक एम्बेसडर कार है जिस पर ड्राईवर का पद है उस पर देवीसिंह की नियुक्ति है। उसके इस कथन की पुष्टि देवीसिंह के नियुक्ति-पत्र से भी होती है। इसके अतिरिक्त प्रार्थी को किये गये कार्य के भुगतान आदेश जो प्रतिमाह के अप्रार्थी से जारी हुए हैं उनकी फोटो प्रतियाँ भी प्रस्तुत की गई हैं जिसमें स्पष्ट रूप से अंकित किया गया है कि संविदा श्रमिक की वेतन भुगतान स्वीकृत किया जाता है व प्रत्येक कर्मचारी के कार्यदिवसों के अनुरूप उनके वेतन का भुगतान किया गया है और सभी स्वीकृत आदेश एवं वेतन का विवरण प्रस्तुत हुआ है उन सभी में संविदा श्रमिक अंकित किया गया है तथा जयसिंह को बुनकर सहायक के पद पर दिखाया गया है, इस पर अविश्वास करने का कोई कारण नहीं है। यदि प्रार्थी ने ड्राईवर के पद पर कार्य भी किया है तब भी उसकी नियुक्ति की प्रकृति में अन्तर नहीं पड़ता है, प्रार्थी संविदा श्रमिक के रूप में ही नियुक्त था। प्रदर्श-7 के अवलोकन से स्पष्ट है कि प्रार्थी ड्राईवर के पद पर मेरिट लिस्ट में द्वितीय नम्बर पर था व अप्रार्थी के कथनानुसार उनके विभाग में एक ही पद है जिस पर देवीसिंह की नियुक्ति होना साबित हुआ है। देवीसिंह के नियुक्ति के सम्बन्ध में जो कथन प्रार्थी ने अपने माँग-पत्र व साक्ष्य में कहे हैं उस सम्बन्ध में इस न्यायालय को निर्धारण नहीं करना है कि उसकी नियुक्ति किस प्रकृति की थी लेकिन यह स्पष्ट है कि प्रार्थी जयसिंह के ऊपर देवीसिंह मेरिट लिस्ट में था और उसकी नियुक्ति ड्राईवर के पद पर हुई थी तथा जो दस्तावेजात अप्रार्थी की ओर से प्रस्तुत हुए हैं उसमें जयसिंह प्रार्थी की नियुक्ति बुनकर सहायक के पद पर संविदा के आधार पर किया जाना साबित होता है। प्रार्थी के साथ ही अन्य श्रमिक कलीमुद्दीन, राजेश, मुकेश, अर्जुन व करणसिंह वगैरा जिनकी वेतन स्वीकृति प्रार्थी के साथ ही निकाली है उन सभी ने केन्द्रीय प्रशासनिक अधिकरण में इसी सम्बन्ध में याचिका प्रस्तुत की थी कि उनको हटा दिया गया है। उनको नियमित किया जाए। अप्रार्थी का उस याचिका में यह कथन रहा है कि 31-3-2000 को उन्हें हटा दिया गया है और वे संविदा पर थे इसलिये उनको नियमित नहीं किया जा सकता। केन्द्रीय प्रशासनिक अधिकरण ने यह याचिका खारिज कर दी क्योंकि वे संविदा पर थे इसलिये उनको कोई अधिकार नहीं है।

अप्रार्थी के द्वारा प्रस्तुत दस्तावेजात से यह स्पष्ट है कि प्रार्थी संविदा पर नियुक्त था। केन्द्रीय प्रशासनिक अधिकरण की याचिका

सं० ओ ए 172/2001 से भी यह साबित होता है कि संविदा पर नियुक्त किये गये अन्य कर्मचारी जो कि प्रार्थी के साथ थे उनको भी इसी आधार पर अधिकरण के द्वारा कोई सहायता नहीं दी गई है और उनकी याचिका खारिज कर दी गई है, प्रार्थी का मामला उनसे भिन्न नहीं है, प्रार्थी की नियुक्ति की प्रकृति भी अन्य कर्मचारियों जैसे ही है जिनका कि मामला अधिकरण द्वारा खारिज कर दिया गया है। ए.आई. आर. 1992 सुप्रीम कोर्ट 2070 डायरेक्टर इन्स्टीट्यूट ऑफ मैनेजमेन्ट डेवलपमेन्ट यू.पी. बनाम श्रीमती पुष्पा श्रीवास्तव में भी इसी स्थिति की पुष्टि की गई है कि संविदा पर यदि कर्मचारी ने दो साल से भी अधिक की सेवाएँ दे दी हैं तब भी उसे अधिकार प्राप्त नहीं होंगे।

अतः उपरोक्त विवेचन के आधार पर प्रार्थी संविदा कर्मचारी होने से कोई अनुतोष प्राप्त करने का अधिकारी नहीं है।

अधिनिर्णय

अतः यह अधिनिर्णीत किया जाता है कि निदेशक, भारतीय हथ-करघा प्रौद्योगिक संस्थान, भारत सरकार, वस्त्र मंत्रालय राधाकृष्णपुरम, चौपासनी चौखा रोड, जोधपुर द्वारा प्रार्थी श्रमिक जयसिंह पुत्र श्री भजनसिंह बुनकर सहायक को संविदा कर्मचारी होने से 30-7-2000 से सेवा से पृथक् करना अनुचित एवं अवैध नहीं है। प्रार्थी संविदा कर्मचारी होने से कोई राहत प्राप्त करने का अधिकारी नहीं है।

इस अधिनिर्णय को प्रकाशनार्थ श्रम मंत्रालय भारत सरकार, नई दिल्ली को प्रेषित किया जावे।

के. के. गुप्ता, न्यायाधीश

नई दिल्ली, 7 मार्च, 2005

का. आ. 1194.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एस.सी.सी.एल. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण गोदावरीखानी (संदर्भ संख्या 130/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-3-2005 को प्राप्त हुआ था।

[सं. एल-22013/1/2005-आई आर (सी.-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 7th March, 2005

S.O. 1194.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 130/2003) of the Industrial Tribunal-cum-Labour Court, Godavari Khani as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 7-3-2005.

[No. L-22013/1/2005-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CHAIRMAN, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GODAVARIKHANI

PRESENT:

SMT. K. SUVARCHALA, M.A., B.L.,
Chairman-cum-Presiding Officer.

Friday, the 28th day of January, 2005.

Industrial Dispute No. 130 of 2003.

BETWEEN:

Gulam Sarvar, S/o. Gulam Nabi,
Age 38 yrs., E.C. No. 0984335,
Ex-Badli Filler, R/o. Qr. No. D-352,
Gandhinagar, Godavarikhani,
Sector-I, Dist. Karimnagar,
(A.P.), 505 209.

... Petitioner.

And

1. The Chief General Manager,
Singareni Collieries Co. Ltd.,
Ramagundam-I,
Godavarikhani,
Dist. Karimnagar.
2. The Chairman and
Managing Director,
Singareni Collieries Co. Ltd.,
Kothagudem, Dist. Khammam.

... Respondents.

This petition coming before me for final hearing in the presence of Sri P. Vishweswar Rao, Advocate for the petitioner and of Sri D. Krishna Murthy, Advocate for the respondents and having stood over for consideration till this date, the court passed the following:—

AWARD

1. The petitioner filed the petition U/sec. 2-A(2) of I.D. Act, 1947 to set-aside the dismissal order dt. 25-12-2001 passed by the 1st respondent and direct the respondents' company to reinstate the petitioner into service with continuity of service and all other consequential attendance benefits including full back wages.

2. The averments of this petition are as follows:—

The petitioner was appointed as Badli Filler by the respondents' company on 19-5-95, as dependant of his father Sri Gulam Nabi, ex-Electrician of Area Workshop, Ramagundam. He has put in 7 years long service in the respondents' company. During the year, 2000, the petitioner seriously fell ill. He suffered severe chronic mental depression and he was treated in the mental hospital. The medical certificates were submitted to the company. But, ex parte enquiry was conducted. The report of the enquiry officer was never served on the petitioner. Fair opportunity was not given to him. The respondent illegally dismissed him from service w.e.f., 30-12-2001.

There is sufficient cause for his absence during the year, 2000, for not having 100 musters. The capital punishment of dismissal from service imposed by the 1st respondent is highly arbitrary and shockingly disproportionate. Hence, he filed the petition for the above said relief.

3. To this, the 1st respondent filed the counter. The 2nd respondent filed a memo adopting the counter filed by the 1st respondent. The contents of the counter are as follows:—

The respondents' company is a Government company incorporated under the provisions of Companies Act, 1956. The coal mining industry is a Central subject. The appropriate Government is a Central Government. The Industrial Tribunal-cum-Labour Court at Hyderabad was established on 29-12-2000 by the Central Government. The petitioner ought to have approached that Tribunal. This petition is not maintainable under law before this Hon'ble Court U/Sec. 2-(A) 2 of I.D. Act. The State Amendment Act is not applicable to the respondents' company.

The petitioner was appointed in the year, 1995 as Badli Filler. The performance of the petitioner was not satisfactory prior to his dismissal from service. He has attended 166 days in 1998, 135 days in 1999, 51 days in 2000 and 5 days in 2001. The petitioner never informed the respondents' company regarding his illness and mental depression. He never submitted any medical certificate. The respondent established a chain of hospitals throughout its Colliery Areas, to cater the needs and health requirements of its employees. It maintains Super Specialities in all branches of medicine. It refers the cases to the Osmania General Hospital, Gandhi Medical Hospital and NIMS etc., and the charges will be borne by the company. But the petitioner did not avail the facilities, for his alleged illness. The petitioner had put-in only 51 days attendance in the year, 2000. Charge sheet was issued on 17-4-2001, under Clause No. 23.25 of the Company's, Standing Orders, for his habitual absence from his duties without leave or without sufficient cause. It was sent to his residential address i.e., Qr. No. D/352, 4th Plt, Sector-I, Gandhi nagar, Godavarikhani by RPAD. But the same was returned un-served with an endorsement "Refused". The chargesheet-cum-enquiry notice was published in Vartha daily paper, on 8-6-2001, advising him to attend the enquiry on 18-6-2001. The petitioner did not attend the enquiry and did not submit any explanation, seeking adjournment. The enquiry was conducted ex parte. He failed to avail the opportunity to defend his case. The charges were proved in the enquiry. The enquiry report and proceedings were sent to the petitioner together with show-cause notice on 17-10-2001, by RPAD. It was also returned un-served by the postal authorities. The notice was published in Vartha daily news-paper on 24-11-2001, advising him to make any representation. But he failed to avail the opportunity. The charges levelled against him were proved. The respondent dismissed the petitioner from service w.e.f., 30-12-2001. The petitioner concealing all the above facts, filed this petition before this court. If the employees habitually abscond from their duties, the production targets will not be achieved resulting in huge losses to the respondent company. The respondent had taken the action as per the rules. Hence, the petition may be dismissed.

4. On behalf of the petitioner, Ex. W-1 & Ex. W-2 are marked.

On behalf of the respondents, Ex. M-1 to Ex. M-10 are marked.

5. Heard both sides.

6. The contention of the respondent's company is that the Coal Industry is Central Government enactment. Hence, Section 2-A (2) of ID Act, 1947 is not applicable to the petitioner.

The point for consideration is whether the case of the petitioner within the jurisdiction of this court or not ?

7. The Advocate for the petitioner argued that after the amendment Section 2-A(2) is applicable to the workmen working in Coal Industry. While arguing that he cited ILL. Naidu and others Vs. Union of India and others reported in 2003 (2) ALT 470. His Lordship held :—

"The contention regarding the non-applicability of Sec. 2-A(2) to an Industrial Dispute as defined in Sec. 2(k) read with Sec. 2-A of the Act in relation to Hindustan Zinc Ltd., a Government of India undertaking is wholly mis-conceived. The Industrial Disputes Act, 1947 is a legislation enacted by the Parliament pursuant to the filed of legislation referable to Entry-23 of List III (Concurrent List) of the seventh schedule read with Art. 246 of the Constitution of India. The Act has been amended by the Industrial Disputes Act (A.P. Amendment Act, 1987) (Act. 32 of 1987). The Act was reserved by the Governor of Andhra Pradesh on 24-4-1984, for consideration of the President and the assent of the President of India was received on 22-7-1987 which assent was published in the A.P., Gazette on 27-7-1987. In view of the provision of Art. 254(2) of the constitution, the provisions of Section 2-A(2) as incorporated in the Act by the A.P., Amendment Act 32/87 is valid and operative. There is nothing in the phraseology of Sub-section (2) of Section 2-A (2) which limits the applicability of its provisions to 'State Industries' as contended by the petitioner.

Within the legislative field enumerated in Entry-22 of List III, the legislative of the State, has, subject to the provisions of the constitution, legislative powers to enact laws. There is nothing in the provisions of the constitution or in the Act, brought to the notice of the court, which diminishes such plenitudinous legislative power for adjudication of Industrial disputes in respect of Industrial undertakings of a Federal Government. But, for the enactment by the parliament of the Industrial Disputes Act and subject to the provisions of Art. 254(2), the State Legislature was competent to enact the entirety of Industrial Disputes Act (qua the concurrent legislative field enumerated in Entry 22 of List III read with Art. 245 of the Constitution) for its operation within the territory of Andhra Pradesh. Under the provisions of Art. 254(2) and in the context of the A.P. Amendment having received the assent of President, the provisions of Section 2-A(2) operate proprio vigore even against any provision of the Industrial Disputes Act, 1947, enacted prior to the A.P. Amendment Act. The contention of non-applicability of Sec. 2-A(2) to the petitioner

company is therefore without merit of force. In the light of the above decision, it is quite clear that the petitioner can challenge U/s. 2-A(2) of the Industrial disputes Act though he is working in the Coal Mine. Hence, the issue is decided in favour of the petitioner.

8. It is an admitted fact that the petitioner worked as Badli Filler in the respondent's company. He was appointed as dependant son of his father Sri Gulam Nabi, who was declared medically unfit.

The petitioner is agitating before the court that an exparte enquiry was conducted against him and no opportunity was given to him to defend his case.

The respondents stated that the petitioner was very irregular in discharging his duties. They have clearly stated in the counter that the petitioner worked for 166 days in 1998, 135 days in 1999, 51 days in 2000 and 5 days in 2001.

The petitioner had stated that he suffered mentally and he fell sick. He roamed around the hospitals including the Area Hospital. But, the petitioner did not file any medical certificate before the court.

9. The petitioner further agitated that he was residing in the quarter given to him bearing No. D-352, Gandhinagar, but the respondents did not serve the enquiry notice and did not send the charge sheet.

To this, the respondent stated that the charge sheet was sent to the residential address of the petitioner i.e., D-352, 4th plot, Sector-I, Godavari Khani by RPAD. The same was returned un-served by the postal authorities with an endorsement "Refused".

Thus the petitioner himself refused to receive the charge sheet.

The charge-sheet dt. 17-4-2001 is marked as Ex. M-1. The undelivered postal cover returned by the postal authorities is marked as Ex. M-2. Later on, the charge sheet -cum-enquiry notice was published in Vartha daily newspaper on 8-6-2001. The publication is marked as Ex. M-3. The enquiry proceedings are marked as Ex. M-4. The enquiry report is marked as Ex. M-5. Show cause notice was again issued to the petitioner on 17-10-2001 which was sent to his residential address i.e., marked as Ex. M-6. The undelivered post cover returned by the postal authorities is marked as Ex. M-7. Though the petitioner is stating that he was residing in the quarter No. D-352, he was not taking the postal covers sent to his residential address. The paper publication was again given in the Vartha daily newspaper, under Ex. M-8.

10. An opportunity was given to the petitioner by serving the charge sheet, enquiry notice and show cause notice etc., and also by making publication in Vartha Telugu daily paper i.e., largely circulated newspaper. But the petitioner never attempted to attend before the respondents' company, nor taken any steps to show the reason for his absence.

The absence from duties of the petitioner in all the consequent years, clearly proved the negligence of the petitioner in discharging his duties. Hence, there appears to be no reason to interfere with the decision of the respondents' company.

Hence, the petition is dismissed.

In the result, the petition is dismissed. There shall be no order as to costs.

Typed to my dictation, corrected and pronounced by me in the open court on this, the 28th day of January, 2005.

Smt. K. SUVARCHALA,
Chairman-cum-Presiding Officer

Appendix of Evidence

Witness Examined

For Workman : Nil

For Management : Nil

Exhibits :

For Workman :

Ex. W-1 Dt. 19/31-5-95 Office-Order, X-copy.

Ex. W-2 Dt. 125-12-2001 Dismissal Order.

For Management :-

Ex. M-1 Dt. 17-04-2001 Charge Sheet

Ex. M-2 Dt. 04-05-2001 Un-delivered postal returned cover with ack.

Ex. M-3 Dt. 09-06-2001 Paper publication in Vaartha Telugu daily news paper Reg. petitioner.

Ex. M-4 Dt. 18-05-2001 Enquiry proceedings.

Ex. M-5 Dt. 22-06-2001 Enquiry Report

Ex. M-6 Dt. 17-10-2001 Show cause notice

Ex. M-7 Dt. 23-10-2001 Un-delivered postal returned cover with ack.

Ex. M-8 Dt. 24-11-2001 Paper publication in Vaartha Telugu daily news paper Reg. petitioner.

Ex. M-9 Dt. 25-12-2001 Dismissal Order.

Ex. M-10 Dt. 27-12-2001 Lr. issued to the petitioner by SOM., GDK. No. 6 Incline, R.G.-I.

नई दिल्ली, 7 मार्च, 2005

का. आ. 1195.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल सिल्क बोर्ड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय बंगलोर के पंचाट (संदर्भ संख्या 25/2000)

को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-3-2005 को प्राप्त हुआ था।

[सं. एल-42012/286/99-आई आर (डी. यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 7th March, 2005

S.O. 1195.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 25/2000) of the Central Government Industrial Tribunal/Labour Court Bangalore now as shown in the Annexure, in the Industrial Dispute between the employers in relation to management of Central Silk Board, and their workmen, which was received by the Central Government on 07-03-2005.

[No. L-42012/286/99-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 24th February, 2005

PRESENT:

SHRI A. R. SIDDIQUI, Presiding Officer

C. R. No. 25/2000

I Party

The President,
Silk Board Employees Union,
C/o. Manjunatha Stores,
No. 268/2, III Main,
Pipeline West, Kasturbanagar,
Mysore Road,
BANGALORE

II Party

The Member Secretary,
Central Silk Board,
Central Silk Complex,
IV Floor, BTM Layout,
Hosur Road,
Madivala,
BANGALORE-560068

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order, No. L-42012/286/99/IR (DU) dated 3rd March, 2000 for adjudication on the following schedule:

SCHEDULE

"Whether the Claim of Central Silk Board Employees Union that Shri B.S. Krishna Naik, former Casual Labourer was engaged directly by the National Silkworm Seed Production Centre, K.R. Nagar is maintainable? If so, the claim of the union for his regularization and reinstatement is maintainable? If not, to what relief the workman is entitled?"

2. The case of the first party union as made out in the Claim Statement in brief is that Shri B.S. Krishna Naik, hereinafter referred to as the workman, was appointed as a Casual Labourer w.e.f. 1-7-91 at Chawki Rearing Centre. Hanyalu his appoint was made directly by NSSP. He was

signing the Attendance Register and his salary was also paid directly by NSSP. He worked continuously for over 1½ years. In fact he was also promised in the beginning that the management would regularize the services after he puts in 240 days of continuous service. However, the management did not keep up their promise. The workman was reasonably expecting regularization of his services and therefore, continued to work on whatever terms offered by the employer. He was also covered by Provident Fund Scheme. However, he was not entitled for any other service benefits. It is submitted that even he had worked continuously upto 30-6-1997 and he was informed on 1-7-1997 that his services are no longer required. The Second Party Management did not issue any memo or letter in this regard. At the time of termination of the services of workmen he was drawing a salary of Rs. 1500/- p.m. In fact the salary that was being paid to the workman was very much less than the minimum wages payable to such employees in the said industry. Being aggrieved by the illegal action on the part of the management the concerned workman represented to the management to reconsider the decision and provide him work. When this was not done the first party workman approached the Union who in turn took up the matter with the management. Since the Demand Notice served by the Union on the Management did not yield any fruitful result, the union raised a dispute before the Regional Labour Commissioner. It is submitted that the conciliation proceedings were held before the Assistant Regional Labour Commissioner. In view of rigid attitude on the part of the management the conciliation proceedings ended in failure and ultimately the Government has referred this dispute for industrial adjudication. Hence the claim Statement; that the first party has worked continuously from 1-7-1991 till the management refused without any justifiable reasons. Under these circumstances it is also the demand of the Union that the management ought to have regularized the services of the workman once he completed 240 days of continuous service. Admittedly, ever since the date of his initial appointment the workman has discharged his duties to the entire satisfaction of his official superiors. Hence the action of the management in not regularizing the services of the workman and thereafter resorting to termination of the services of the workmen with effect from 1-7-97 is totally unjust, arbitrary and illegal. It is also submitted that apart from Chawki Rearing Centre there is one more unit called Silk Worm Seed Production Center. The first party workman should have been accommodated in any of these places either at K.R. Nagar or elsewhere. Hence there is absolutely no justification for the employer to terminate the services of the workmen. The action of the management is malafide, arbitrary and illegal; that the action of the management in refusing employment to the concerned workman amounts to retrenchment of the services of the first party workmen. Admittedly the management has not complied with the mandatory requirements of Section 25F of the Act. Apart from this the Second Party management since employees several hundreds of workmen throughout India, is also governed by the provisions of Chapter V A and Chapter V

B of the Industrial Disputes Act, 1947. Admittedly management has not followed any of the mandatory provisions before resorting to retrenchment of the workmen. Hence the action of the management is void ab-initio and the same cannot be sustained. Therefore, the first party union requested the court to pass award to the effect that management was not justified in terminating the services of said Krishna Naik w.e.f. 1-7-87 and that he was entitled to reinstatement and other consequential benefits.

3. The management by its counter statement among other contentions at Para 4 contended that Mr. B. S. Krishna Naik is one such Casual Labourer who was engaged by the Extension Farmer who was in charge of Chawkie Rearing Centre situated at Hanyalu Village of Arakalagud Taluk. It is submitted that the arrangement between the Second Party and the Extension Farmer was that the Extension Farmer was required to engage any casual labourer of his choice for his assistance to run the Chawkie Rearing Centre allotted to him. It is submitted that it was at the discretion of the Extension Farmer to engage any locally available farmers for assistance. The Extension Farmer used to engage the services of the casual labourer like B.S. Krishna Naik on the days on which the work used to be available at Chawkie Rearing Centre. It is submitted that the payment used to be made based on the number of days they work during the month and the payment used to be distributed by the extension farmer. In turn the Extension Farmer used to give a report of the number of casual labourers he engages and the number of days he extract the work from them which used to be certified by the concerned Officer of the Second Party. It is submitted that the Second Party never had any control more so every any supervisory control over the casual labourers so engaged by the Extension Farmer. It is further submitted that in these circumstances, there was no master and servant relationship between the Second Party and the casual labourer like B.S. Krishna Naik. In these circumstances, it is respectfully submitted that this court may be pleased to frame a preliminary issue in respect of the maintainability of the above dispute in view of the non-existence of master and servant relationship between the second party and the first party. Moreover, the first party during his tenure has not completed 240 days in a calendar year and he was working under the Extension Farmer whenever the work was available in the Chawkie Rearing Centre. It is further submitted that the Extension Farmer used to pay the wages to the casual labourers as per the local rate available as on the date and the said amount used to be paid based on the number of days the casual labourer works in a week. In these circumstances, it is submitted that the first party cannot claim any benefit moreover the benefit of reinstatement and other relief as claimed by him in the above matter; that one of the reason for development of Chawkie Rearing Centre was that to train the Extension Farmers in the field of Chawkie Rearing and to see that worms distributed among the farmers do not attract any disease during the young age. It is submitted that the extension farmer is trained with a view to see that he further gives

training to the farmers who are engaged in the work of silkworm rearing at the later stage. It is submitted that once such Extension Farmers are trained, they are at liberty to carry on the said work and the Second Party never used to continue such services to the Extension Farmers. In those circumstances, many of the Chawkie Rearing Centres used to close after a particular stage and in the case on hand, the Chawkie Rearing Centres where Mr. B.S. Krishna Naik was working under the Extension Farmer also came to be closed during the year 1997. As a matter of fact, the said project viz. National Sericulture Project also came to be closed in the year 1997. Moreover, as a matter of fact, there was no response from the farmers to get reared the chawkie worms at the chawkie rearing centres and in those circumstances also the Chawkie Rearing Centres came to be closed; that after the brief period of working, Mr. B.S. Krishna Naik left the Chawkie Rearing Centre on his own and at any point of time, the second party issued any letter either appointing him or terminating his services. It is submitted that after having slept over the matter for many years, he raised the above dispute only in the year 2000. It is submitted that in the Claim Statement there is no reasonable grounds urged by the first party regarding the delay. It is submitted that this Hon'ble Court may also be pleased to frame an additional issue in respect of delay and on this ground also, the petition is liable to be rejected. It is submitted that as a matter of fact, the first party was engaged by the Extension Farmer and at no point of time he was engaged by the Second Party directly. In the circumstances there was no employer-employee relationship between the parties. The very order of reference is unsustainable and without jurisdiction. Section 10 of the Industrial Dispute Act provides for a reference being made by exercising its power under section 10 of the ID Act in the case of an industrial dispute within the meaning of section 2(k) of the Act. Section 2(k) of the Industrial Disputes Act defines the term 'Industrial Dispute' meaning thereby any dispute or difference between the employers and employees or between the employer and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person. It is submitted that section 2(a) read with section 2(k) of the ID Act provides for a reference in the case of an individual workman in the matter of discharge, dismissal, termination etc. In the case on hand, in the absence of a relationship of master and servant and in the light of his voluntary abandonment of the work the first party cannot contend that he has been terminated from services of the second party. Such a contention is impermissible in law. If such a contention is not available to the first party any reference made by the Government is without jurisdiction and contrary to the provisions of the Industrial Disputes Act. Therefore, the reference itself is illegal and without jurisdiction and the same requires to be set aside by this Hon'ble Court. Looking from any angle, no case is made out by the first party for any relief. Moreover, the engagement in terms of the scheme also cannot be termed as an industry within the meaning of section 2(j) of the Act. The Second Party as mentioned

earlier consequent upon the abandonment of work by the first party, he cannot contend that it is a case of termination. The act of management does not fall either under Schedule II or Schedule III warranting any reference. It is submitted that the very reference made by the Central Government in the respectful submission of the Second Party is contrary to the provisions of the Industrial Disputes Act and therefore, it is made one without jurisdiction. It is not true to say that the first party was appointed by the Second party as a casual worker, as stated. On the other hand, as mentioned earlier, he was directly appointed by the Extension Farmer under the scheme and he was also being paid by the said Extension Farmer. As mentioned earlier and at the cost of repetition the Second Party submits that there exists no relationship of master and servant between the parties. Therefore, the question of discharge or termination does not arise and requested this tribunal to reject the reference.

4. After filing of the Counter Statement, the matter came to be posted for evidence to be led on behalf of the first party union keeping in view the points of reference noted above. From 16-9-2004 till 3-12-2004 case underwent several adjournments giving opportunity to the first party workman as well as the first party union to lead evidence in support of their Claim Statement. However, no evidence was adduced on their part and the matter came to be adjourned for evidence of second party. Second Party also did not lead any oral or documentary evidence. Therefore, the case of posted for award.

5. Keeping in view, the points of reference, burden was cast upon the first party union as well as the first party workman to establish before this tribunal as to how their claim i.e. claim of the first party for regularization of his services and reinstatement was maintainable. It was also for the first party to establish before this tribunal that the first party workman was being engaged directly by the Second Party Management. Various contentions taken by the first party in justifying his claim have remained just on paper, there being absolutely no oral or documentary evidence produced on his behalf to establish those contentions and to discharge the burden cast upon him as per the points of reference. Neither any of the office bearers of the first party union nor the first party entered into the witness box to speak to the various contentions in the Claim Statement and to establish before the tribunal his claim that he was directly engaged by the Second Party Management and that the Second Party Management was liable to be regularized his services and reinstate him in service. In the result this tribunal must hold that the claim of the first party union fails and accordingly reference is liable to be rejected.

AWARD

The reference is rejected. No order to cost.

(Dictated to PA transcribed by her corrected and signed by me on 24th February 2005)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 7 मार्च, 2005

का.आ. 1196.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन इंस्टिट्यूट ऑफ हार्टीकल्चरल रिसर्च के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बैंगलूर के पंचाट (संदर्भ संख्या 93/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-03-2005 को प्राप्त हुआ था।

[सं. एल-42012/44/99-आई आर (डीयू)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 7th March, 2005

S.O. 1196.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 93/99) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of Indian Instt. of Horticultural Research and their workman, which was received by the Central Government on 7-03-2005.

[No. L-42012/44/99-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 15th February, 2005

PRESENT:

SHRI A. R. SIDDIQUI, Presiding Officer

C.R. No. 93/99

I PARTY:

Shri V. Yellappa,
S/O Venkataramanappa,
Kodige Tinumalapur,
Hesaraghatta Hobli,
Bangalore North Taluk,
Bangalore-560 088

AND

II PARTY:

The Director General,
W/S Indian Institute of Horticultural
Research (ICAR), Hesaraghatta,
Lake P.O., Bangalore-560 001.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has

referred this dispute *vide* order No. L-42012/44/99/IR (DU) dated 27th July, 1999 for adjudication on the following schedule:

SCHEDULE

"Whether the action of the management of Indian Institute of Horticulture Research is legal & justified in refusing employment to Shri V. Yellappa who was engaged by them from March, 1984 to March 1994? If not, to what relief the workman is entitled?"

2. The case of the first party workman, as made out, in the Claim Statement briefly stated that the Second Party is an Institute under the control of the Govt. of India and is engaged in activities of search and development in the field of plants and other connected matters; that the mother of the workman was working as a permanent employee with the Second Party since 1970 and in the year 1984 she fell sick and could not continue her work and on that ground she was given retirement; that in place of his mother the workman was provided employment by the Second Party from March 1984 and he worked continuously without any break since then; that he was working as Casual Labour in all the departments whenever the work was available. He worked throughout the day in the field in different blocks in various categories; that at the time of commencement of his employment, he was directed by the Second Party to register his name in the Employment Exchange and after he registered his name with the Employment Exchange he was provided with the work. He was paid around Rs. 350 per month in the year 1984. He was being paid salary in cash by taking his signature on the wage register. He worked sincerely and honestly getting certificates from his superiors with regard to his satisfactory services; that when the facts thus stood, all of a sudden in the month of March, 1994, he was told not to come for work without showing any reason, whatsoever. He made several representations seeking employment but his request was not considered. Thereafter, he was made to work under several Contractors and he worked under the Contractors for 2 years at the instance of the second party. He was discharging the very same duties under the contractors as he was discharging earlier under the Second Party, in fact, it was for the name sake the Second Party made him to work under the Contractors; that from 1996 onwards the workman was also not allowed to work even under the contractors. Then he filed a Writ Petition in W. P. No. 9764/96 before the High Court of Karnataka and that was disposed of with liberty to the workman to avail an alternate remedy. Then he made a request with the Second Party on 27-6-98 but his request for employment was not considered. Therefore, he raised a conciliation resulting into the present reference, that the workman has admittedly worked with the Second Party right from March 1984 to 1994 for more than 10 years and therefore, refusal of the work by the Second Party all of a sudden after taking his services for 10 years was not justifiable; that the workman having worked for a period of 10 years has become a permanent workman and therefore, the refusal

of work to him amounts to retrenchment as defined under Section 2(o) of the ID Act. Hence there has been no compliance of Section 25 F of the ID Act. His case falls under the category of illegal termination of service, therefore, he is entitled to reinstatement with all consequential benefits including the back wages and continuity of service.

3. The Second Party by filing their counter Statement, while denying the allegations made by the workman that he worked with the Second Party in place of his mother Chinnamma from 1984 to 1994 continuously and became the permanent workman however, contended that the second party used to engage the first party workman and other casual labourers on daily wage basis for seasonal work that too based on the availability of work. Further denied the allegation that in the month of March 1994 the first party was refused work all of a sudden and contended that if no work was available, the question of engaging any casual labourer much less the first party did not arise. The Second Party also denied the allegation that at its instance the first party worked for a period of 12 years i.e. from the 1984 to 1996 under several contractors and thereafter again refused work to the first party somewhere in the year 1996. The Second Party also took up the contention that the present claim petition is barred by limitation as the first party approached this tribunal after a delay of more than 5 years in 1999 and filed its claim statement in the year 2001 and therefore, the reference is to be rejected.

4. Therefore, in the light of the above, the points to be determined by this tribunal would be "Whether the action of the Second Party was legal and justified in refusing employment to the first party workman who was engaged by them from March 1984 to March 1994 if not to what relief the workman is entitled for".

5. The management on its part examined on witness by filing an affidavit of one Mr. Dwarakanath, working as Assistant with the Second Party and he was cross examined on behalf of the first party. The Second Party also filed affidavit by way of examination chief and got marked to documents Ex. WW 1 and WW 2. Ex. WW 1 is said to be a certificate dated 5-11-88 issued by one Mr. Koshy Mathai certifying that the workman was known to him for the last 3 1/2 years doing the work satisfactorily. Ex. WW 2 is the order passed by the High Court of Karnataka in the above said Writ Petition filed by the first party.

6. The statement of MW 1 in his examination chief by way of affidavit relevant for the purpose is that management used to engage daily wage casual labourers for seasonal work as when available and the first party has offered to work on daily wage basis whenever the work was available. He was paid on daily wage basis whenever the work was available. He was paid daily wages as a casual labourer. He denied the case of the first party that he worked with the second party from 1984 to 1994 continuously and that he was given work in place of his mother and further stated that his mother was also working as a daily wage casual labourer and she abandoned the work from 1984 on

ward. He denied the case of the first party that he was not provided work in the month of March 1994 and thereafter up till the year 1996 was doing work under several contractors at the instance of the Second Party. He also denied that the first party worked for a period of 10 years and became the permanent workman of the second party. The averments in the affidavit of the first party are almost the repetition of his averments made in the Claim Statement: I would like to refer the statements of W 1 and the workman (MW 1) in their cross examination as and when found relevant and necessary.

7. Learned counsel for the management, vehemently, argued that the first party was being provided work by the Second Party as a Casual Labourer on daily wage basis and this fact has been very much admitted by the first party himself in his Claim Statement as well as in his cross examination on behalf of the management. Therefore, he contended that a daily wage rather a casual labourer who was being provided with casual work as and when it was available and was being paid daily wages against the work done by him cannot claim himself to be a temporary worker much less a permanent worker so as to get the benefits of reinstatement and backwages as in such a case there needs to be no compliance of Section 25 F of the ID Act. He also argued that in the instant case the workman has also failed to substantiate his contention that he was given work on compassionate ground in place of his mother and that he worked continuously for a period of 240 days in a particular calendar year much less during the year immediately preceding the alleged refusal of work to him by the Second Party. He submitted that the so called certificate at Ex. W. 1 first of all was not issued by any of the competent officer of the management and secondly it was not for the period relevant for the purpose. In support of his argument that a casual labourer cannot seek relief of reinstatement and backwages on par with permanent worker, he relied upon an unreported decision of our Hon'ble High Court in WP Nos. 17881-17882 of 1999 and W.P. No. 119161 of 1999 disposed off jointly by order dated 16-9-2004 and the following two decisions of their Lordship Supreme Court, SC 2004 III LLJ Page 832 and SC 2002 I LLJ Page 1053.

8. Whereas, the learned counsel for the first party argued that there is no specific denial on the part of the management that the first party was working with them at least as a casual labour for a period of more than 10 years and therefore, the management cannot justify its action in refusing work to the first party all of a sudden after having engaged him all along for a decade. He contended that the statement of attendance particulars filed by the management pertained to the year 1986 to 1993 but does not disclose the work the first party carried out during the year 1993-94 and therefore adverse inference shall be drawn against the Second Party in that regard holding that the first party worked continuously for a period of 240 days or more in the year 1994 when he was refused work by the management without assigning any reason and without giving him opportunity of hearing by conducting any enquiry etc. or by paying him compensation as contemplated under Section 25 F of the ID Act.

9. After having gone through the records, I do not find much substance in the arguments advanced for the first party. First of all the contention of the first party that his mother Chinnamma worked as a permanent worker under the second party and on her retirement on the ground of ill health, he was given work in the month of March 1984, fails to be established by any oral and documentary evidence. As per the very admissions made by the first party in his claim statement at para 4 and in his averment at para 3 of the affidavit, he worked from March 1984 to March 1994 as a casual worker. In his affidavit he further admitted that he was getting the payment every month based on the total number of days worked. His contention that he worked continuously during the aforesaid period of 10 years is again without any basis. The extract of attendance particulars produced by the management for the years 1985-86 to 1992-93 referred in the affidavit of management witness has not been disputed by the first party. He kept conspicuous silence on this aspect of the case in his aforesaid affidavit. As per the said extract the first party worked for 71 days in the year 1985-86, 73½ days in the year 1986-87, 23½ days in 1987-88, 105½ days in the year 1988-89, 91 days in the year 1989-90, 32 days in the year 1990-91, 27 days in the year 1991-92, and 48 days in the year 1992-93. However in his cross examination he denied the suggestion on behalf of the management about the actual period of working days in the aforesaid periods as per the particulars furnished by the management. As far as his contention that he worked continuously during the above said period, nothing is produced before this tribunal except above said certificate at Ex. W1. First of all as argued for the management, this certificate will have no evidentiary value in the eye of law as there is no designation as such mentioned below the name of said Koshi Mathai who is said to have issued the said certificate. It is not known in what capacity the said Mathai issued the certificate. Moreover, it pertains to the past period of 3-1/2 years as on the date 5-11-1988 the certificate was issued. Therefore, said document cannot be first of all relied upon attaching any legal significance and secondly it will not be helpful to the first party's case to establish that he worked continuously with the management during the above said period of 10 years. Moreover, it just cannot be believed that the first party might have worked continuously during the above said period, when admittedly, he was being engaged as a casual labourer and was being paid wages for the days he worked. There is no denial of the fact that the Second Party Management was engaging the casual labourers including the first party to attend some seasonal work, that too, whenever it was available. Therefore, the contention of the first party that he worked continuously during the above said period cannot be attached any importance or weight. In similar cases the casual labourers had raised dispute by way of reference against the present itself, before this tribunal and this tribunal rejected their case holding that the casual labourers are not entitled to the relief of regularization of their employment or reinstatement as asked for by them. They approached the Hon'ble High Court in the aforesaid Writ Petition and their lordship of Hon'ble High Court at paras 19, 20 and 21 made the following observations.

“Para 19 : In the instant case admittedly the petitioners are not permanent employees of the respondent. They were all employed as daily wagers. Their salary is calculated on the basis of the daily wages. But they were paid once in a month depending upon the number of days they have worked. The employment is given on day to day basis. If any workman came to work he was given employment. Only when he works, he is entitled to the wages. If he does not work or if there is no work and work is not offered, he is not entitled to wages. As the management has not promised them regular work, when they absent from duty there is no obligation cast upon the management to call upon the workers to come to work. Similarly, there is no obligation cast upon them in any law to issue notice calling upon them to come to work. In the nature of work, if work exist the workmen come and attend to work, the wages are paid. In this context, if we look into the material on record, admittedly the respondent has not issued any notice and also no enquiry is conducted. If in law, it was not required, the respondent cannot be found fault with. Therefore, the decision referred supra have no application to the case of casual labourer or daily wager.

Para 20 : The learned counsel for the petitioner relying on the judgment of Madras High Court in the case of The Pillot Pen Company (India) Private Ltd. Vs. The Presiding Officer, Addl. Labour Court, Madras. Another, reported in 1971 LLJ 241, contends that even a casual worker is entitled to the protection under the I.D. Act. In the aforesaid judgement the learned Judge held that from the language of the definition there is no room to incorporate into it the idea that only a permanent employee can be construed to be workman. It is not as though the Legislature did not comprehend any necessity to ‘Workman’ in a general way so as to include not only permanent workmen but also temporary or casual workmen the Legislature enacted in Section 25 G the right of the workmen to lay off compensation in making that provision casual workmen are expressly excluded from the benefit Section 25F lays down the conditions precedent to retrenchment of workmen. There the legislature has taken care to prescribe the qualification for getting the benefit of retrenchment. Any workmen who has been in continuous service of not less than one year under an employer can alone claim the benefit of that provision. What is one year of continuous service is defined in Section 25B. Therefore, there is no room to think that a casual workman cannot be construed to come within the scope of the definition of workman as contended on behalf of the petitioner. If a casual workman satisfies the requirement of Section 25B, then he would be a person in continuous service for one year and would be entitled to the benefit of the Act.

Para 21: Again the Madras High Court has held in the aforesaid judgement that the Legislature has not in its mind a category of workmen such as casual

workers. It had in its mind such a category and it has made provision wherever provision was found to be necessary. In defining the work workman, the legislature has made no such distinction thereby clearly indicating that even casual workmen would come within the definition of workman." Thereafter rejected the Writ Petitions.

10. In the instant case also, undisputedly, the first party being a casual labourer cannot be allowed to contend that he became a permanent employee for having worked continuously for a period of 10 years, which fact was also not proved by him. Secondly, it cannot be said to be a case of refusal of the work as observed by his Lordship in the preceding paras of the said Writ Petition Order. The casual worker or the casual labourers will be given work, whenever, it is available. There is no question of refusal of work to him when he is not provided with the work when work as such is not available.

11. Now the next question to be considered would be "Whether the first party worked continuously for a period of 240 days or more in a particular calendar year preceding his alleged refusal of work". We have no documentary evidence on the part of the workman to establish this fact also. His contention that non-production of particulars of the working days for the year 1994 by the management must give rise to an adverse inference against the management to hold that he worked for a period of 240 days or more continuously in the year 1994, in my opinion has no substance. Their Lordship of Supreme Court in the case referred to Supra reported in a decision 2004 III LLJ Page 832 laid down the principle that non-production of muster roll by the employer for certain period will not be a ground sufficient to draw an inference in favour of the workman that he worked for 240 days. It was held that it was for the workman to lead evidence to show that he worked for 240 days or more in the year preceding the termination of his service (in this case by way of refusal). Similar view was taken by their lordship of Supreme Court in the case reported in 2002 I LLJ Page 1053. Therefore, non-production of the particulars of the attendance by the management in this case for the year 1993-94 will not help the case of the first party to suggest that he worked for 240 days or more continuously during the year 1993-94 when he was allegedly refused work by the management in the month of March 1994. The primary burden was cast upon the first party himself to establish before this tribunal that he worked for 240 days during the year 1993-94 i.e. the preceding year of his alleged refusal of the work. Moreover, it is the case of the first party that he continued to work up till 1996 with the management through its contractors which fact was also not established before this tribunal. If we assume for a moment that he worked under certain contractors, then, the question of refusal of the work by the management in the month of March, 1994 would never arise. He did not question or challenge the action of the management refusing work to him in the month of March 1994, as in his own words he was being provided work of casual labourer by the Second Party through its contractors.

As per the point of reference he was refused work in the month of March 1994 and whereas an attempt was made by the first party before this tribunal that he worked under the contractors of the Second Party up till 1996 when he was refused once again work by the management. Therefore, this self conflicting stand taken by the first party with regard refusal of the work by the management itself must lead to the conclusion that he has not come to this court with clean hands and that he is very much desperate somehow to make out a case of his employment under the Second Party so as to get the relief's asked for. In the result, from the foregoing reasons I have absolutely no hesitation in my mind to come to the conclusion that the dispute raised by the workman merits no consideration and accordingly the reference is liable to be rejected. However, keeping in view of the fact that the first party was being engaged as a casual worker by the Second Party from the year 1985 up till 1993, it would be in the interest of justice to call upon the management to continue to provide him a casual labourer work subject to its availability if the first party offered to work as a casual labourer. Hence the following award.

AWARD

The management is directed to provide employment to the first party on humanitarian grounds on same terms as he was allegedly engaged prior to termination.

(Dictated to PA transcribed by her corrected and signed by me on 15-2-05)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 7 मार्च, 2005

का.आ. 1197.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जैट एअरवेज के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, कोजिकोडे के पंचाट (संदर्भ संख्या-29/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-03-2005 को प्राप्त हुआ था।

[सं. एल-11012/30/97-आई आर (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 7th March, 2005

S.O. 1197.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 29/97) of the Industrial Tribunal, Kozhikode now as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of Jet Airways and their workmen, which was received by the Central Government on 4-03-2005.

[No. L-11012/30/97-IR (C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE**IN THE COURT OF THE INDUSTRIAL TRIBUNAL,
KOZHIKODE****(Dated this the 8th day of December, 2004)****PRESENT:****Shri M. N. Radhakrishna Menon**
Industrial Tribunal**I. D. 29/97****BETWEEN:**

1. Shri T. K. Hassan,
Contractor,
Jet Airways (PO) Calicut Air Port,
Kondotty.
2. The General Manager,
M/s. Jet Airways (I) Ltd., 29,
Mavoor Road, Calicut-673 016.

ANDThe Secretary,
Calicut Airport Employees Union (INTUC),
P. O. Calicut Airport, Kondotty.**REPRESENTATIONS:**Sri K. Homachandran. For 1st Management.
Advocate, Kozhikode.Menon & Pai Advocates, For 2nd Management.
Cochin-682018.Sri. P. Chandran. For Union.
Advocate, Ernakulam.**AWARD**

1. The Government of India as per their order No. L-11012/30/97-IR (C1) dated 14-8-1997 referred this industrial dispute for adjudication to this Tribunal. The issue referred for adjudication is the following:—

“Whether the action on the part of the contractor Shri. T. K. Hassan of M/s. Jet Airways (PO) Calicut Airport in terminating the services of S/Sri. Abdul Razak, Abdul Rasheed, Ravichandran, M. Mohammed Ali, Babu, C. P. Sulfikar, T. Somasundaran, K. P. Yousuf, K. Usman and A. Victor is legal and justified? If not, to what relief are these workmen entitled?”

2. Above reference was accepted to file and after enquiry, this Tribunal passed an award on 31-3-1999 holding that Sri T.K. Hassankoya, the 1st management is the contractor and M/s Jet Airways, the 2nd management is the principal employer and that Sri T.K. Hassankoya is the employer of the workmen involved in this dispute and that the action of Sri T K Hassankoya in terminating their services is not legal and justified and directing Sri T.K. Hassankoya to re-instate them with full back wages, continuity of service and all other benefits available to them as per law. Being aggrieved thereby, Sri T. K. Hassan-

koya filed O.P. 23745 of 1999 before the Hon'ble High Court of Kerala. After enquiry, the Hon'ble High Court disposed the above O.P. as per its Judgement dt. 6-6-2001. Said judgement is extracted below for convenient reference.

JUDGEMENT

“Ext. P1 is an award passed by the Industrial Tribunal, Kozhikode in I.D. No. 29/97

(1) I had heard Sri Pathrose Mathai, the counsel appearing for the petitioner and Sri. Chandrashekhar for the workmen concerned. I had also heard Ms. Priya Manjooran appearing for the third respondent and the Government Pleader representing the Labour Court. The contention of the petitioner is that the contract that he had with the third respondent had expired by 20-11-96 and therefore in any case, it was impermissible or illogical on the part of the Tribunal to grant an award of reinstatement even if there was justifiability for a finding that the termination of service of the workmen concerned was not justified. The petitioner's business is stated to have come to be terminated by efflux of time. The contention is that the pleadings had not been taken due care of by the Tribunal and the matter has to be appropriately re-examined.

(2) The learned counsel appearing for the workmen submitted that the workmen should be assured of the wages that had been payable under Section 17 B of the Industrial Disputes Act in view of the award of reinstatement. In case of a remand, it was submitted that the entire matter should be kept open so that both the parties can adduce whatever evidence possible, and they may be permitted to supplement the pleadings, and take steps for attempting to bring additional parties to the dispute.

(3) In view of the stand of parties as aforesaid, I set aside Ext. P1 award. The Tribunal shall reconsider the matter especially as to whether the relief of reinstatement could have been conferred to the workmen concerned in view of the contention that had been taken up. It may be permissible for the parties to supplement pleadings. The evidence that has already been on record is to be taken notice of and additional evidence could be brought in by the parties, if they are so inclined. I also record the undertaking of the petitioner that the wages under Section 17 B of the Industrial Disputes Act will be paid up to this date promptly. The Tribunal may pass appropriate orders after hearing the parties.

The original petition is disposed of with the above directions.

(4) Pursuant to the above judgment, this Tribunal took back the matter to file and held further enquiries in the matter. In the said enquiry, all parties have filed additional pleadings and adduced additional evidence. Considering all materials on record and complying with the directions of Hon'ble High Court, this award is passed.

(5) At the instance of the union, M/s. Lamex Constructions, Panampally Nagar, Kochi, was impleaded as additional Management No. 3 as per order in C M P

9/2002 dt. 25-9-02. Being aggrieved thereby, M/s. Lamex Constructions filed O.P. 10650/03 which was ultimately disposed of confirming the action of this Tribunal. Being aggrieved thereby, M/s. Lamex Constructions filed Writ Appeal 1616/03 and obtained an interim stay in I.A. 1975/03 in the above Writ Appeal. Said order is extracted below for ready reference :—

ORDER

Issue notice for respondents. Sri P. Chandrasekhar takes notice for Respondent 2. Sri. Antony Dominic takes notice for Respondent 3. Sri. S. Siri Jagan takes notice for Respondent 4. Notice be served on Respondent 1 and Respondent 5.

Having heard the learned counsel for the appellant and the learned counsel for Respondent 2, 3 and 4. We are satisfied that the prayer in the I. A. should be allowed. Hence further proceedings pursuant to Ext. P7 order passed by the 5th respondent will stand stayed till the final disposal of the Writ appeal. However, we make it clear that this stay order will not stand in the way of continuing the proceedings in I.D. No. 29/97 against respondents 3 and 4. 6-10-2003.

In view of the above, the adjudication was completed treating that M/s. Lamex Constructions is not on the party array and this award is passed accordingly. While doing so, I have also left open the contentions of parties, which is likely to cause any liability on the impleaded management viz., M/s. Lamex Constructions.

5. The claim of the Union is that there were 14 workers doing the job of loaders in Jet Airways from 7-5-93 continuously and without any break of service. Initially, their wages was Rs. 40/- per day which was later increased to Rs. 60/- per day in 1994 pursuant to a settlement arrived at between their Union and the management. The wages was paid by the 2nd management through 1st management. On 20-11-96, the managements have terminated the services of 10 loaders without giving any notice or without assigning any reason. It is arbitrary and is done in violation of principles of natural justice. These workers were discharging their duties efficiently and in obedience to the instructions given by the managements and their managers. They used to certify their hard working nature in the certificates issued to National Air Port Authority, Calicut Airport, Karipur.

The work of loaders is of permanent nature and the above ten workers were engaged from 7-5-93 to 19-11-96 without any break in service. The second management employed these workmen and provided uniforms, shoes and raincoats etc.. The second management submitted applications to grant identity card/pass/temporary permit for the loaders from time to time to the National Air Port Authority and after police verification, temporary permits were issued to each of the workers. This indicates that the workers were controlled by the second management. The working environment was smooth and efficient.

6. The first management used to harass the loaders and therefore, they have represented to the Bombay office of the second management seeking redressal of their

grievances. But no positive steps were taken by them in this regard. On 20-11-96, the first management and the manager of the second management orally intimated that the services of ten workers were terminated. But no reasons were intimated to adopt such a course of action by them.

7. Aggrieved by the above, the union has raised an industrial dispute and initiated conciliation proceedings. In the conciliation, the first management alleged loss of faith and misconducts as reason for their termination of services and offered them alternative employment. The allegations are false and they are raised with ulterior motives. The matter could not be settled and thus it has emerged in the pre-set reference. The Union concluded their pleadings praying for passing in award directing the managements to reinstate the workers with continuity of service and back wages.

8. After remand, the union filed an additional claim statement setting forth that there is no change in the contractor as alleged by Sri. T.K. Hassankoya before the Hon'ble High Court and if at all there is any change in contractor, that is intended to defeat the rights of workmen involved in this dispute and hence it amounts to unfair labour practice. It is further contended that despite the alleged change in contractor, all workers under T.K. Hassankoya except the workmen involved in this dispute are being employed there and therefore, the workmen involved in this dispute are also eligible to be reinstated in service.

9. The case of Sri. T.K. Hassankoya, the 1st Management is that he has entered into an agreement with the 2nd management for carrying out certain works specifically mentioned in the said agreement on 3-5-93. The works so entrusted are bringing of the baggage to the checking counters and to load and unload them and also to clean the air craft etc. The entire works will take 1 to 1 1/2 hours only on a day. M/s. Jet Airways had only one flight to and from Bombay till 19-9-97. From 19-9-97 onwards, they have started operating one more flight. The workers were paid Rs. 60/- per day taking in to account of the quantity of work done by them and also the fact that the workers are getting themselves engaged in other works independently outside the air port. There were no permanency or regularity in the matter of engaging these persons. Such of the persons who were available and who were entitled to get passes were engaged by the 1st management and they were paid daily. The workers were thus getting work for 2 to 3 years though intermittently. Gradually, they became enmity towards the 1st management and they lost their loyalty towards him. They had even started planning ways and means to see that the agreement between the 1st management and the 2nd management is cancelled and to get the contract to them directly from the 2nd management. For achieving these objects, they even started committing very serious misconducts with a view to cause financial loss and loss of reputation to the 1st management. The 1st management was constrained to bring the misconducts to the notice of the Calicut Air Port Jet Air Ways Employees Union

(INTUC) represented by its President, Mr. Nissar, Punathil. But the Union was not in a mood to find reason in the complaints made by the 1st management and therefore no successful discussions took place between the Union and the 1st management and ultimately the 1st management was constrained to issue a letter dt. 19-11-96 to the Union. With a view to cause loss of reputation to the 1st management, the workers have indulged in serious misconducts such as intentional delaying of the flights, omitting to collect the entire baggages, misbehaviour to the supervisors and also to the staff of the Jet Air Ways and Air Port authority etc. It is true that the management has engaged workers referred to as Nos. 1, 4 to 8 and 10 in the reference till 20-11-96 only. Nos. 2, 3 and 9 were engaged till 25-11-96 only. These 3 persons committed very serious misconducts of leaving the baggages without handling the same to the flight. In order to work in the air post area, passes are required. Since the passes of the above workers were withdrawn by the 2nd management, the first management cannot be blamed for their disengagement from 25-11-96 on wards. The Union or the workers are not entitled to any reliefs as claimed in the claim statement. The management has lost confidence in these 10 workers and he cannot be asked to continue to engage them for work. They are not regular or permanent employees. They have absolutely no vested right to claim employment under the 1st management. If at all it is found that they have got any vested right to employment, since they have committed very serious misconducts and have caused loss of confidence, they cannot be reinstated. The management also seeks for an opportunity to prove the misconducts alleged against the workmen. Therefore, the first management concluded their pleadings praying for passing an award holding that the workmen are not entitled to any of the reliefs sought for in their claim statement.

10. After remand, Sri. T.K. Hassankoya filed an additional written statement setting forth that his contract was terminated by M/s. Jet Air Ways and M/s. Lamex Constructions, Panampally Nagar, Cochin was engaged as labour contractor in his place and thereafter, the works were being carried out by the new contractor with their own workmen. The contention of the union that same employees worked under him are even now working under the new contractor and as such, the workmen involved in this dispute are entitled to reinstatement with backwages regardless of the change of the contractor is base less and unsustainable. The 1st management has no knowledge regarding the persons engaged by the successor contractor and the whereabouts of the workmen previously employed by him after he ceased to be a contractor of the Jet Airways.

11. The case of M/s. Jet Airways (I) Ltd., the second management is that the dispute is between the workmen and M/s. T.K. Hassan and there was no dispute of difference between M/s. Jet Air Ways and their employees. Thus M/s. Jet Air Ways was wrongly entered as a party to the reference. Admittedly, the employees concerned in this reference were the employees of the 1st management contractor and they are therefore not

workmen in respect of the principal employer, 2nd management within the meaning of Section 2 (s) under the Industrial Disputes Act. The employees as well as the Union have clearly accepted that the workers covered by the reference are employees of M/s. T.K. Hassan. There is no employer employee relationship between the workers covered in the reference and the 2nd management. The 2nd management has executed a contract with M/s. T.K. Hassan Associates for ground handling services, which is not a main or substantial work or a perennial or full time work. Therefore, the 1st management was engaged as a contractor to do the above works. This is in accordance with the industry wide practices prevailing in the Air line industry. Since there was no privity of contract of employment between the concerned workmen and the management, they are not responsible for their employment or termination. What ever claims they have got, they can agitate against Shri. T.K. Hassan and not against them. The second management concluded their pleadings praying that the claims made against them may be rejected and an award may be passed accordingly.

12. After remand, M/s. Jet Airways filed an additional Written statement setting forth that subsequent to expiry of contract period with T.K. Hassankoya, M/s. Lamex Constructions is their contractor for executing the works carried on by Sri T.K. Hassankoya. The averments in the claim statement that the change of contractor is only to defent the rights of the workmen and that same amounts to unfair labour practice are incorrect. This management has every right to change the contractor and enter into new contracts from time to time and it does not amount to unfair labour practice. The contractor is free to engage persons of their choice and M/s. Jet Airways has no role to play in the matter of appointment of employees by the contractor. The workers cannot seek any relief against M/s. Jet Airways.

13. Evidence in this case consists of oral evidence of WWs 1 and 2 and MWs. 1 to 3 and Exts. W1 to W3, M1 to M15 and X1 to X3.

14. From the rival contentions of parties, the issues that arise for my consideration are whether the termination of services of 10 workers is legal and justified. If not, to what relief they are entitled.

15. The Point :

Ext. M12. is an agreement dated 3-5-93 executed between Sri. T.K. Hassan and M/s. Jet Air Ways, the first and second management parties to the reference. As per this agreement M/s. Jet Airways has appointed Sri. T.K. Hassan as their contractor to carry out certain works and operations of loading, unloading, aircrafts cleaning etc., etc. This agreement obligates the contractor to execute the above works engaging his own workers. It is the responsibility of the contractor to observe all statutory and contractual obligations in respect of the persons employed by him in this regard. It is his further responsibility to supervise the workers and efficient performance of all works set out in the contract. Ext. M12 agreement was executed on 3-5-93 and it was in force for 2

years. Exts. M13 and M14 are similar agreements executed for the subsequent periods.

16. On a perusal of the above agreements, it is evident that the status of Sri. T.K. Hassan, the first management is that of a contractor and the status of M/s. Jet Air Ways, the second management is that of the principal employer. It is also evident that the loaders involved in this dispute were recruited and employed by Sri. T.K. Hassan, the contractor and the first management in this case. It is admitted by the WWs. 1 and 2 that they have been recruited and paid wages by the contractor. In view of this arrangement, the loaders can be treated as employees of the contractor and not that of the principal employer viz., M/s. Jet Air Ways. Eventhough the Union has pleaded that M/s. Jet Air Ways as well as T.K. Hassan are the employers of the loaders and attempted to tender some evidence in this direction, at the time of arguments, the counsel for the union has clearly conceded that in view of the subject matter of reference and the facts of the case they cannot claim any employment relationship with M/s. Jet Air Ways and they cannot make them responsible for the termination of employment of the 10 workers covered by the reference. Even otherwise, the materials on record clearly indicate that the 1st management is the contractor who employed the 10 workers and the 2nd management is only the principal employer. The termination is effected by the contractor and not the principal employer. Therefore, M/s. Jet Air Ways the principal employer cannot be made to answer their claims raised in this dispute as per Industrial Law.

17. In the written statement submitted by the 1st management, the employer employee relationship between the 10 loaders involved in this reference and himself stands clearly admitted. It is also admitted that these 10 workers were employed for 2 to 3 years though intermittently, It is also admitted that the services of the workers viz., S/S. Abdul Razak, M. Mohammed Ali, Babu, C.P. Sulfikar, T. Somasundaran, K.P. Yousuf, and A. Victor were terminated on 20-11-96 and the services of workers viz., S/Sri. Abdul Rasheed, Ravichandran and K. usman were terminated on 25-11-96. It is admitted by the 1st management that he has been employing these workers from May, 1993 till the above dates.

It is the contention of the management that their engagement was intermittent. The management has a duty to maintain attendance register as per the contract and as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. But he has not done it. He has not produced any evidence either oral or documentary to make out that their employment was intermittent. WW1 and WW2 have clearly testified that their employment was continuous and uninterrupted. Their testimony is not controverted in any manner. In view of the above, it has to be concluded that the employment of the 10 workers were continuous and uninterrupted and thus they have derived continued right of employment.

(18) It is accepted by the first management that he has terminated the services of 7 workers on 20-11-96 and 3 workers on 25-11-96. But he has not produced any order in

writing setting out the reasons for their termination and he has no case that he has issued any such orders in this regard. It is arbitrary and unreasonable. The management has in their written statement set out that loss of confidence and misconducts were the reasons leading to the termination of services of the ten workmen. It is their contention that the workers have indulged in serious misconducts with a view to cause financial loss and loss of their reputation. They have indulged in certain activities so as to snatch the contract directly for them. So the first management has lost confidence in them. Thus the misconducts and the loss of confidence are reasons advanced in support of the termination of service of the ten workers before this court.

(19) Exts. M12 to M14 contracts obligate T.K. Hassan the contractor to be available at the air port at all times of the arrival and departure of the air craft in advance and make him responsible in the performance and execution of all works such as loading, unloading, plying the vehicles etc. So he is the most competent person to testify about the disloyal conducts and misconducts allegedly indulged in by the workers. But as MW3 he has not testified in support of the allegations mentioned against the workman. Thus the allegations stand unsubstantiated.

(20) Another aspect to be noted is that the 1st management has levelled several allegations against the workers in their written statement. But the allegations are general and omnibus in nature. They are not specific with regard to the individuals involved, the date and time of occurrence involved etc. The allegations are not precise and their material particulars are conspicuously absent. So it will not be possible for the workers to effectively defend the said allegations. While the workers were in service, it is common case that no memo setting out any allegation was issued to any of the workers involved in this dispute. All these will indicate that the said allegations are weaved out for the purpose of this case.

(21) It is vehemently argued by the counsel for the first management contractor that the workers have pressed hard on the second management to entrust the work directly to themselves after cancelling the agreement between the first management and second management. These conducts on the part of the workers have inculcated loss of confidence in the first management and therefore, they are justified in terminating their services. Ext. M10 representation submitted by the loaders dated 3-8-96 to the management of Jet Air Ways is pressed into service in support of his above line of arguments. These contentions are refuted by the counsel for the union. I have considered the rival contentions in the light of materials on record. Ext. M10 is a photocopy of the representation submitted by the contract workers working for M/s. Jet Airways to the management of Jet Air Ways. Recital Portion of the representation is extracted below :—

"Respected Chairman,

We are obliged to submit the following for your kind considerations and favourable early actions.

1. For the last two years we were working under a contractor for a meagre amount of Rs. 40/-

per day. Any other favours or remuneration of any kind is not obtained from our contractor. Even the monthly wages are paid late between 10th to 15th of the month. Not only that the contractor is used to grant leave for many loaders at a time, without keeping sufficient persons to carry out the loading works. Even with the limited number of loaders, the flights are cleared without any delay due to loading and unloading.

2. In days of delayed flights, we were not paid for our meals of the day.
3. We are very co-operative with the contractor and company in every aspect. Even then, the contractor threaten us with termination to accommodate another batch, without any reason. In this situation, we are forced to come under the banner of a labour union to safeguard our rights against the misdeeds of the contractor.
4. We are poor labourer, coming from distant places, only to work and earn for the Lively food of us and our family members.
5. Considering the above difficulties faced by the loaders from our contractor, we humbly request you to observe us as permanent loaders of the company, to avoid further exploitations of laboures by the contractor.
6. If, the company is coming forward to post us or permanent loader of the company, to avoid further exploitation, we are ready to dissolve the Union and obey the laws abide by the company and work hard to satisfy our superiors and for the progress of the company in every aspect.

Thanking you,

Yours obediently."

(22) On a scrutiny of the above, it is seen that the workers have set out their grievances with regard to their conditions of service under the contractor and as a redressal of their grievances, they seek their absorption as permanent workers of the Jet Air Ways. It is pertinent to note that the contractor, the first management has not taken any steps to controvert the grievances and allegations raised against the contractor. It is a legitimate right of the contract workers to bring their grievances to the notice of the principal employer and seek their redressal. It is the primary responsibility of the contractor to look after the legitimate interests of the contract workers and if he commits any default, the principal employer shall look after it. That is the spirit of Contract Labour (Regulation and Abolition) Act, 1970. Approaching the principal employer by the contract workers for redressing their grievances cannot be treated as a disloyal conduct on their part so as the contractor to lose confidence in them. Hence the argument of the counsel for the first management as to

loss of confidence is not acceptable to me. It has to be concluded that the first management has failed to establish his plea of loss of confidence against the ten workers

(23) It has been vehemently argued by the counsel for the 1st management that 7 workers viz., Abdul Razak, Victor, Mohammed Ali, Babu, Sullickar, Somasundaran and Yousuf were conducting themselves in such a manner that the 1st management and their supervisors were finding it extremely difficult to carry on the works as per the contract. It is argued that this aspect is made out from the evidence of MW1 and Exts. M1 to M9 and therefore, their termination is legal and proper. These arguments are refuted by the counsel for the Union.

(24) I have scrutinised the evidence of MW1 and Exts. M1 to M9. Sri. Punathil Nissar, then President of the Calicut Air Port Jet Airways Employees union was examined as MW1 before me. He has testified before me that Sri. T.K. Hassan has intimated several complaints against the workers and they were sorted out by mutual negotiations then and there. Apart from this, no specific misconduct with regard to any of the workers is made out from the evidence of MW1. Ext. M1 is a letter of T.K. Hassan dated 8-7-96 issued to Calicut Air Port Jet Airways Employees union (INTUC), setting out that the above 7 workers are behaving in an unbecoming manner and requesting the Union to advise them to behave properly. Ext. M2 is a letter of the Union dated 12-7-96 wherein the Union has refuted the allegations. Ext. M3 is a letter of T.K. Hasan to the Union reiterating the allegations and requesting the union to advise them to behave properly. Ext. M4 is a reply of the Union dt. 25-7-96. It is set out in the said letter that after receiving their letter, the Union had detailed discussions with the 7 workers and they have denied the entire allegations contained in the letter of the contractor. It is the stand of the Union that the allegations are raised due to some misunderstanding between the workers and Sri. T.K. Hassan. However, they have advised the workers to maintain better and healthy relationship with the employer. It is also set out in the said letter that the union would like to discuss the matter in person so as to clear the suspicions of Sri. T.K. Hassankoya.

(25) Ext. M5 is a letter of T.K. Hassankoya dated 29-7-96 issued to the Union. Sri. T.K. Hassankoya has volunteered to hold a discussion on 1-8-96. He has also sought the presence of 7 workers at the time of discussion. So he has requested the Union to arrange a discussion on 1-8-96. Ext. M6 is a reply of the Union to Sri. T.K. Hassankoya. The Union wants a change in date of discussion from 1-8-96 to 8-8-96. Ext. M7 is another letter of the Union dated 5-8-96 setting out that on 8-8-96 will be inconvenient for them to hold the discussion. The discussion is thereafter fixed at 12-9-96. Ext. M8 is a letter dated 15-10-96 of T.K. Hassankoya to the Union. It indicates that discussions were held on 12-9-96 and there was some change in the attitude of 7 workers for about a few days. It is their complaint that they have again started making troubles. Ext. M9 is a letter of Sri. T.K. Hassankoya dated 19-11-96 issued to the Union. It is set out in the said letter that the 7 workers have started indulging in misbehaviour.

Therefore, he will be constrained to take steps to safeguard his interest. I have scrutinised the evidence of MW1 and Exts. M1 to M9. The first management has raised certain allegations against the 7 workers before the union to which the workers belonged to. Even though the management has raised several allegations against the workers, their material particulars are not set out in the letters sent to the Unions. The materials on record indicate that the management has got certain complaints and allegations against the conduct of the workers and they wanted to use the good office of the Union and get it corrected and amended. For invoking the good offices of the Union, the allegations set out in the letters addressed to the union may be sufficient. But in order to incriminate them with regard to the allegations and punish them the allegations must be precise and it shall contain all relevant material particulars. It is pertinent to note that these allegations are not accepted by the Union. In view of the evidence of MW1 and Exts. M1 to M9, it cannot be concluded that the workers have indulged in any misconduct and their termination of service is sustainable. It is the contention of the 1st management that the workers have misbehaved with the 1st management and his supervisors. In the evidence of 1st management as MW3, the allegations against the workman are not substantiated. None of the supervisors is examined by him to make out his pleadings. Suffice to say, the 1st management has failed to make out their case with regard to the allegations of misconducts levelled against the workers.

(26) The counsel for the 1st management has relied on Ext. M11 letter of M/s. Jet Airways and argued that 3 workers viz., Mr. Ravichandran, Abdul Rasheed and Usman have indulged in very serious misconducts and therefore, their termination is legal and justified.

(27) Ext. M11 is a complaint lodged by M/S. Jet Airways against 3 loaders namely K. Ravichandran, Abdul Rasheed and Usman attached Mr. T.K. Hassankoya. The complaint is that on 20-11-96 they did not attend to the loading work and deserted the place of work. This has caused missing of baggages of passengers which was revealed when the flight reached Bombay only. They had to send the baggages by the next day flight. This has caused inconvenience to the passengers and loss of reputation to the Jet Airways.

(28) It is common case that the first management has terminated the services of above 3 workers orally from 25-11-96. Before terminating their services, no opportunity was given to them to know the allegations against them and explain their stand with regard to the said allegations. No termination order setting out the reasons for termination is also issued to them. It is for the first time in the written statement submitted before this court that it is set out that their services were terminated due to the misconducts indulged in by them.

(29) Ext. M11 cannot be accepted as proof of the allegations against the three workers but it can at the best be accepted that the second management has got certain complaints against them. The first management has not made out the allegations by adducing necessary evidence in this regard. Therefore the argument of the counsel for the 1st management that as per Ext. M11, they have made out the allegations against the three workers cannot be accepted by me.

(30) It is common case that it requires valid pass issued by Air Port Authority for the loaders to work in the Air Port area. The passes in respect of loaders are obtained by the Jet Airways and kept with them. These passes are issued everyday based on the list of workers submitted by the contractor. It is argued by the counsel for the first management that the 2nd management is at liberty to withhold the passes of the loaders whom they did not like. The second management has accordingly withheld the passes of the 10 workers who have indulged in very serious acts of indiscipline and therefore they cannot be mulcted with any liability for their non employment. I am not impressed by this argument. The first management has clearly admitted that they have orally terminated the services of 7 workers on 20-11-96 and three workers on 25-11-96 for loss of confidence and acts of indiscipline. It indicates that there was a belligerent act from his part which has led to the non employment of 10 workers covered by the present reference. It is not to the non receipt of passes from 2nd management that they were not employed further. It is clearly testified by Sri. Thomas Mathew, Manager, Jet Airways, Calicut as MW2 that even in cases where workers have indulged in misconducts, they will issue passes if the contractor insists. Therefore the question of pass is raised by the management as a camouflage to cover the arbitrary denial of employment to the ten workers. On a scrutiny of the materials on record, it is evident that the termination of services of the ten workers is illegal, arbitrary, unfair, unreasonable and violation of principles of natural justice. First, the contractor has implemented his decision to terminate the services of 10 workers and later he has tried to fish out some reasons to justify his action in which he has miserably failed. He has pleaded loss of confidence and misconduct as reasons for termination of services of 10 workers and sought for opportunity to make out the same. But he has not made out either of the pleas by adducing cogent evidence. Therefore, the termination of services of the ten workers cannot be sustained. Consequently, the workers are eligible to reinstatement with continuity of service, back wages and all consequential benefits available to them as per law. But it is the uncontroverted evidence of 1st management as MW3 that his contract arrangement with the 2nd management has come to a close on 31-7-99. There is no contra evidence. Thus it has to be concluded that the contract business of 1st management was closed down on 31-7-99. Therefore,

the workman will be eligible to back wages only upto 31-7-99 and closure benefits viz., notice pay of one month wages and retrenchment compensation @ 15 days wages per year of service as per S.25 FFF of the Industrial Disputes Act. The 1st management establishment constitutes a shop as per Kerala Shops and Commercial Establishments Act and it is come out in evidence that there were more than 9 persons employed for wages there. Therefore, as per Section I (3) (b) of the Payment of Gratuity Act, 1st management establishment will come under its purview. Therefore, the workmen involved in this dispute will be eligible to gratuity also as per the provisions of Payment of Gratuity Act. It is the admitted case of the contractor that he has not maintained any attendance register. This will create problem while working out back wages and other benefits. In order to avoid further disputes in this regard and to render justice between the parties, the contractor is directed to compute back wages and related benefits on the assumption that the 10 workers have worked for 20 days in a month during the period they were kept out of employment illegally.

(31) In the result, an award is passed holding that the action of the contractor Shri T.K. Hassan of M/s. Jet Airways in terminating the services of S/s. (1) Abdul Razak, (2) Abdul Rasheed, (3) Ravichandran, (4) M. Mohammed Ali, (5) Babu, (6) C.P. Sulfikar, (7) T. Somasundaran, (8) K.P. Yousuf, (9) K. Usman and (10) A. Victor is not legal and justified. Hence the workers concerned are eligible to full back wages, continuity of service and all consequential benefits as if they continued in service till 31-7-99 and closure benefits viz., notice pay of one month wages and retrenchment compensation @ 15 days wages per year of service as per S.25 FFF of the Industrial Disputes Act and 15 days wages per year of service as gratuity as per the Payment of Gratuity Act. Since the employer has not maintained any attendance register, back wages and related benefits shall be worked out on the basis that the workers have worked for minimum 20 days in a month.

M. N. RADHAKRISHNA MENON, Industrial Tribunal

APPENDIX IN LD. 29/97

Witnesses examined on the side of the Union :

- WW1 : P. Ummer
WW2 : Somasundaran.

Witnesses examined on the side of the management :

- MW1 : Nissar Punathil.
MW2 : Thomas Mathew.
MW3 : Hassankoya.

Exhibits marked on the side of the Union :

- Ext. W1 : Letter of Punathil Nissar dt. 1-11-96

Ext. W2 : Letter of C. Ramakrishnan of Jet Airways to the Sub-Inspector of Police, Manjeri.

Ext. W3 : Letter of failure of conciliation report dt. 19-5-97

Exhibits marked on the side of the management :

Ext. M1 : Letter of Hassan Associates dt. 8-7-96.

Ext. M2 : Letter of Nissar Punathil of Calicut Airport Jet Airways Employees Union, INTUC dt. 12-7-96

Ext. M3 : Letter of Hassan Associates dt. 18-7-96

Ext. M4 : Letter of Nissar Punathil, Calicut Airport Jet Airways Employees Union (INTUC), dt. 25-7-96

Ext. M5 : Letter of Hassan Associates dt. 29-7-96

Ext. M6 : Letter of Nissar Punathil, Calicut Airport Jet Airways Employees Union (INTUC), dt. 30-7-96.

Ext. M7 : Letter of Nissar Punathil, Calicut Airport Jet Airways Employees Union (INTUC), dt. 5-8-96.

Ext. M8 : Letter of Hassan Associates dt. 15-10-96.

Ext. M9 : Letter of Hassan Associates dt. 19-11-96

Ext. M10 : Letter of Jet Airways loaders to the Chairman Jet Airways dt. 3-8-96

Ext. M11 : Letter of Jet Airways dated 24-11-96

Ext. M12 : Agreement dated 3-5-93 between M/s. Jet Airways and Sri T.K. Hassankoya.

Ext. M13 : Agreement dated 12-5-95 between M/s. Jet Airways and Sri T.K. Hassankoya.

Ext. M14 : Agreement dated 10-12-96 between M/s. Jet Airways and Sri T.K. Hassankoya

Ext. M15 : Letter of Hassan Associates dt. 26-11-96.

Ext. X1 : Letters regarding issuing passes to the Workers between Jet Airways and Airport Authority. (One file)

Ext. X2 : File.

Ext. X3 : Memo filed by Gibin Geo, M/s. Lamex Constructions, G-417, Panampilli Nagar, Cochin dt. 28-2-2002

Ext. A : Application for job from Ubaid dt. 28-7-99 (Copy).

B : Letter from Gopin Geo to Mr. E.C. Rajesh, Malappuram dt. 1-8-99 (Copy).

नई दिल्ली, 7 मार्च, 2005

का.आ. 1198.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मध्य रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, पुणे के पंचाट (संदर्भ आईडीए 760/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2005 को प्राप्त हुआ था।

[सं. एल-41012/113/97-आई आर (बी.-I)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 7th March, 2005

S.O. 1198.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. IDA 760/99) of the Labour Court, Pune now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Central Railway and their workmen, which was received by the Central Government on 4-3-2005.

[No. L-41012/113/97-IR (B-I)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE SHRI P. E. HAVAL, PRESIDING
OFFICER, II LABOUR COURT, PUNE

Reference (IDA) 760/99

Divisional Railway Manager
Central Railway
Pune-42

—I Party

AND

Mohan Dudhane
228, Somwar Peth Gangotri Apts
Pune-411 001

—II Party

AWARD

(Date: 17-9-2004)

1. This reference is made by Desk Officer of Govt. of India Ministry of Labour, Shram Mantaralaya u/s 10 (2-a) (1-D) of Industrial Dispute Act, 1947 for adjudication of industrial dispute between Central Railway, Pune and their workmen mentioned in the Schedule which reads as under:—

SCHEDULE

“Whether the action of DRM, Pune in stipulating qualification for direct recruitment of Group D Khalasi as Course Completed Act apprentices as against 8th Std. passed as per the Rly. Boards letter dt. 4-12-98 is legal and justified? If not what directions are necessary in the matter?”

2. Workman filed statement of claim in pursuance of notices issued and served, and list of documents with enclosure. Adv. VD Bapat appearing for Central Rly., Pune

did not file written statement. Hence matter proceeded *ex parte* vide order dt. 28-4-2000. None of the workmen are remaining present. It seems workmen is not interested to prosecute their claim. Hence matter is disposed of for want of prosecution and pass following order:

ORDER

1. Reference is disposed of for want of prosecution by workmen.

2. No order as to costs.

Place: PUNE

Date: 17-9-2004

P. E. HAVAL, Presiding Officer

नई दिल्ली, 7 मार्च, 2005

का.आ. 1199.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-II, नई दिल्ली के पंचाट (संदर्भ संख्या 83/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2005 को प्राप्त हुआ था।

[सं. एल-12012/58/96-आई आर (बी.-I)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 7th March, 2005.

S.O. 1199.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I. D. No. 83/97) of the Central Government Industrial Tribunal-cum-Labour Court-II, New Delhi now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 4-3-2005.

[No. L-12012/58/96-IR (B-I)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI

I.D. No. 83/97

R. N. RAI., Presiding Officer

IN THE MATTER OF:—

Sh. S. K. Mitra,
4, A.R.P. Quarters,
Motia Khan,
New Delhi-55.

VERSUS

The Asstt. General Manager,
SBI, Region-IV,
Zonal Office,
11-Parliament Street,
New Delhi.

AWARD

The Ministry of Labour by its letter No. L-12012/58/96-IR(BI) Central Government Dt. 24-6-1997 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of SBI in discharging Sh. S. K. Mitra w.e.f. 18-10-94 is just, fair and legal? If not, what relief the concerned workman is entitled to?”

The claimant has filed statement of claim. In the statement of claim, it has been stated that the workman above named joined the service of State Bank of India as Clerk/typist at their Ajmal Khan Road, Karol Bagh (New Delhi) Branch on 15-4-74 on six months probation. He was confirmed in the bank service w.e.f. 15-10-74. Later on he was promoted as Telex Operator in May 1984. Thereafter the workman was transferred to Asaf Ali Road (New Delhi) branch in April, 1990.

That the workman had been discharging his duties most sincerely, honestly and diligently. His work and conduct had always been found to be excellent. He had a matchless service record which contained many outstanding reports. His work and conduct had not only been appreciated on many occasions by senior officials of the bank but also by various branch inspectors of the bank.

That the workman was suspended from bank's service w.e.f. 2-5-90 on false and cooked up allegations. That the workman was served with chargesheet *vide* management letter No. DZO/RIV/611 dated 28-9-90 i.e. after lapse of several months. The charges referred to in the chargesheet are false and cooked up.

That the workman was falsely implicated in this case Sh. J. P. Sharma officer MMGS-III the then Manager (PBD) at SBI, Ajmal Khan Road (New Delhi) Branch was personally prejudiced to the workman. Therefore he hatched a conspiracy to victimize, harass and torture the workman.

That Sh. S. S. Chadha, an officer of the bank was appointed as Enquiry Officer in this case. That the enquiry officer was a biased person. He was openly siding with the bank representative in the enquiry. He was not following the principles of natural justice. He did not grant the workman fair and reasonable opportunity to defend himself. He was completely biased and prejudiced towards the workman.

Although Sh. Kashyap was produced in the enquiry but he was not allowed to be cross examined by the representative of the workman. The management refused to file complete documents and enlarged photographs etc. on which Sh. Kashyap's reports were based.

That in this case the management filed a list of witnesses naming 25 persons in which nine account holders were listed in whose accounts the alleged transaction have taken place. In this connection it is

submitted that none of the above nine account holders were produced in the enquiry as witness except one Sh. K. M. Prabhakar who also did not turn up for cross examination despite ample opportunities and time given to him by the enquiry officer. It is also pertinent to note that there was no written complaint from any of above account holders that there was any irregularity/ discrepancy in their account. On the contrary they confirmed all the transactions when the bank wrote to them seeking specific confirmations of their accounts balances.

Sh. K. M. Prabhakar also filed a suit against the Bank in consumer disputes forum Tis Hazari Delhi in regard to alleged discrepancy and for recovery of Rs. 68387.40 but the same was dismissed. That the representative of the workman Sh. J. N. Kapur who at that time was also the General Secy. of the SBI Staff Assn. Represented to the bank *vide* his letter No. GS/JNK/101 dated 6-3-93 in regard to the sickness of the workman and arbitrariness of the enquiry officer.

That in the circumstances stated above when there was neither any evidence or any complaint nor any witness nor proven documents nor any loss to the bank it is not understood how the enquiry officer has proved the charges against the workman. This clearly proves that the enquiry officer was a biased person and his findings are perverse. It is also not understood how the disciplinary authority relied on the perverse findings of the enquiry officer based on illegal ex-parte enquiry and punished the workman arbitrarily and illegally.

That the disciplinary authority has not passed speaking orders on various points and issues raised by the workman in his letter dated 27-8-94 i.e. reply to the show cause notice of the management. The disciplinary authority misdirected himself and did not render justice to the workman.

That the disciplinary authority did not apply his mind judiciously to the perverse findings of the enquiry officer, which were submitted to him by the enquiry officer in June 1993.

The disciplinary authority served upon the workman a show cause notice in April 1994 (after 10 months) with the tentative decision of dismissal.

That the workman submitted a detailed reply dated 27-8-94 to the show cause notice with the request to the disciplinary authority to go through his detailed submissions and also sought personal hearing in the case. That the workman was granted personal hearing and he appeared before Sh. R. C. Mehta, Asstt. General Manager on 30-8-94. The personal hearing was granted just to complete the formality. He did not consider the submissions made by the workman judiciously and independently. He however converted the tentative decision of dismissal into discharge.

That the workman also submitted appeal against the said discharge to the appellate authority. That the

appellate authority did not grant the workman personal hearing which was essential in the matter of discharge as per rules. He summarily rejected the appeal of the workman vide his letter dated 9-2-95 delivered to the workman on 21-4-95 through Asstt. General Manager's letter dated 14-3-95.

That the workman had a very good service track record and was admittedly an excellent worker with good conduct. That the workman was implicated in a fabricated case. That a cooked second opinion report from an unreliable handwriting expert was purchased by the management to rope the workman, when they could not rope him by first report.

That the workman was denied the opportunity to cross-examine the handwriting expert. That there was no financial loss whatsoever caused to the bank as confirmed by the management in the enquiry.

That the management produced only one oral witness of Sh. K. M. Prabhakar but he did not turn up for cross-examination despite eleven consecutive opportunities given to the management to produce him for cross-examination.

That the enquiry officer was a biased and prejudiced person which fact is proved by its various unjustified and unfair rulings and behaviour. That the enquiry officer held an ex-parte enquiry when the workman was seriously sick. That the enquiry officer submitted perverse findings.

That original documents were not produced by the management in the enquiry and the photocopies thereof were got confirmed from a cooked up witness who confirmed in the enquiry that he had no knowledge of the documents. That investigation reports were not supplied to the workman and as such denied fair and reasonable opportunity to the workman.

That ex-parte enquiry was held illegally when the workman was sick and submitted applications with medical certificated from doctor/hospital.

The management has filed written statement. In the written statement, it has been stated that the dispute raised by Sh. S.K. Mitra is devoid of any merit. Sh. Mitra committed the acts of falsification of accounts, criminal breach of trust and misappropriation of money. The banks are depositories of peoples trust. In fact the whole edifice of the banking institution is built on co-ordial principle of trust. The act of Sh. Mitra in the instant case amounts to said breach of trust, which no banking institution worth its name could afford without jeopardising its interest. A detailed charge sheet was served on the employee dated 28-9-90 from which it is clear that the workman was guilty of the above charges and in as much as there were 41 charges against the workman. Therefore, it was not desirable to continue him in service once he misused the trust. The view finds support from a judgement given in the case of bank of India Vs. D. Padamanabhudi and Others reported in banking cases Volume I (1995) page 641.

That the dispute raised by Sh. Mitra is also not tenable because he was discharged from the bank's service

after holding a free, fair and proper enquiry. He was served with charge sheet dated 28-9-90.

That on the charges levelled against the claimant a full fledged domestic enquiry was conducted. The workman was given full opportunity to plead his case. The principles of natural justice were completely followed. The principles of natural justice are three fold as held by various courts :—

- (1) That persons whose rights are affected must have a reasonable notice of the case he has to meet.
- (2) That the person should be given a reasonable opportunity of being heard in his defence.
- (3) That the hearing must be by an impartial person.

In the domestic enquiry, all the above three rules were followed. There is not an iota of evidence or circumstances which can prove that the principles of natural justice were not followed. The workman was given a reasonable notice of each and every date of hearing by the enquiry officer. The charges levelled against him were fully explained to him and he understood the same well. Moreover the employee was represented by the office bearer of the SBI staff association. He was well heard and was given full opportunity in the enquiry. He was allowed to cross-examine the witnesses and was also allowed to lead his evidence copies of documents were supplied to him. It is strange that claimant is pleading the violations of natural justice whereas he was given full opportunity to defend his case. It is only because that charges levelled against the employee have been proved and consequently he was discharged from service of the Bank by the disciplinary authority, which decision was upheld by the appellate authority. All the authorities involved i.e. enquiry officer, disciplinary authority, appellate authority were unconnected persons and has thus taken their independent decision in the matter. There is no question of bias and violation of principles of natural justice.

That though the enquiry conducted is free, fair and proper but in case this Hon'ble Tribunal comes to conclusion that there is some defect in the enquiry or that the enquiry conducted is not proper in any manner, the bank reserves its rights to lead evidence before this Hon'ble Court to prove the charges.

The petitioner was found to be discharging his duties in a normal course until the irregularities committed by him as detailed in charge-sheet dated 28-9-90 served upon him surfaced. The contents of this para are not fully relevant in the present case. Moreover even if for the arguments sake it is taken as correct it does not give him any permission to commit irregularities in the bank.

It is absolutely incorrect that he was falsely implicated in this case. It is also incorrect that any officer of the bank as mentioned in para No. 5 of petition hatched any conspiracy to victimize harass or torture the claimant. All the charges levelled against the claimant were based on documents. It has been proved beyond doubt that he

was in falsification of accounts, utilization etc. of Bank's money etc.

That full opportunity was given to the claimant and every time the proceedings were adjourned when his defence representative was not available. In this connection we draw the attention of this Hon'ble Authority towards the proceedings held on 30-4-91, 30-5-91, 30-7-91, 16-10-91, 30-11-91, 11-12-91, 30-1-92, 6-2-92 wherein it is amply clear that the enquiry officer always accepted the plea of adjournment of the claimant and his defence representative. Even the dates of enquiry were fixed as per the convenience and availability of defence representative. Sh. J.N. Kapur. Moreover, the charges levelled against the enquiry officer are vague hence ought to be rejected.

It is absolutely incorrect to say that the enquiry officer acted recklessly, arbitrarily and in a *malafide* manner. These are irresponsible allegations made just with a view to prejudice this Hon'ble Tribunal against the bank. They are vague and ought to be rejected. All the allegations made in this para are baseless wrong and denied. As far as letter dated 6-1-92 addressed to the disciplinary authority by the petitioner is concerned, the same was duly replied with. The petitioner has intentionally did not disclose in his statement of claim that the aforesaid letter was duly replied by the disciplinary authority. The copy of the reply dated 17-2-92 is enclosed herewith.

The petitioner has made it a point to hamper the enquiry proceedings and to level the allegations against the enquiry officer. The allegations made in letter dated 24-2-92 were merely repetition of the allegations made in his letter dated 6-2-92. It is again submitted here that the enquiry officer cannot be changed by mere asking of the employee proceeded against. In this way, the employee proceeded against shall make allegations against every enquiry officer so appointed and shall make it impossible to hold enquiry. In the present case, though the enquiry officer conducted the enquiry in a fair and impartial manner but the allegations were made against him just a view to prolong and hamper the enquiry.

The original documents the attested copies were provided to him and the documents were kept in the branch's record room and there is no chance of tampering with the documents. The bank's representative already instructed that wherever he require to see the original documents for reference, it shall be brought to him during cross-examination. In the past, he has never objected to it and has cross-examined the witnesses on the basis of attested photocopies provided to him. He has never lodged any protest in this regard and it was never denied to him.

The attested photocopies were supplied to them but it is surprising that despite that on the aforesaid date after the original documents were placed on record, at that stage the petitioner and his representative, both left in a huff without cross-examining Sh. J.P. Sharma, bank's witness and without signing the proceedings of the day from which it is clear that they have preplanned intentionally to hamper the smooth conduct of the enquiry.

After their walking out of the enquiry, the enquiry officer waited for an hour and after that adjourned the enquiry proceedings because neither the petitioner nor his representative turned up to attend the enquiry.

The bank's investigation has revealed the irregularities/discrepancies/fraud perpetrated by the petitioner in various account for which a detailed charge sheet was given to him. If a customer does not make any written complaint due to do so many reasons which may include persuasion by the petitioner then it does not mean that the irregularities committed by him in various accounts should be ignored.

The opinion of hand writing expert Sh. S.K. Sharma dated 6-5-90 was ambiguous hence the management decided to obtain the opinion of another hand writing expert, Sh. Ashok Kashyap which was duly produced in the enquiry.

The hand writing expert was called in the witness box and the petitioner and his representative were given opportunity to cross-examine him but the representative of the petitioner, on vague and untenable grounds, refused to cross-examine and hand writing expert hence the enquiry officer has not alternative to discharge the witness.

From the documents and other evidence produced in the enquiry the charges levelled against the petitioner were not proved in the enquiry. The account holders which were named as witnesses did not turn up to depose in the enquiry despite best efforts from the management and it appeared that the same might have been won over by the petitioner.

It is absolutely incorrect that the enquiry was *ex-parte*. In this connection, we draw your attention towards page 150 of the enquiry proceedings which is conducted on 23-1-93 when the management's evidence was over, the enquiry officer asked the petitioner and his representative to give the list of defense's witnesses on which the representative of the petitioner asked for time which was granted to him and he was requested to give the list of the witnesses on the next date of hearing which was fixed on 11-2-93. But on 11-2-93 when the enquiry was held the petitioner and his representative choose not to appear in the enquiry proceedings. The enquiry officer waited upto 12.15 p.m. upto which time neither the petitioner nor his representative turned up nor they sent any communication in this regard. The enquiry officer in the interest of justice again adjourned the enquiry to 16-2-93. Again on 16-2-93 when the enquiry proceedings were held the petitioner and his representative did not attend the enquiry. Again in the interest of natural justice, the enquiry officer granted one more opportunity and the enquiry was adjourned to 24-2-93 on which date also, the petitioner and his representative did not turn up. Again though it was last opportunity the enquiry officer adjourned the enquiry for 3-3-93 on which date again when the enquiry proceedings were held neither the petitioner nor his representative turned up. Consequently the enquiry was closed by the enquiry officer.

The disciplinary authority acted in a very impartial manner and it is due to the considerations of all the facts and charges and evidence in the enquiry, judiciously and independently and keeping in view the other circumstances submitted by the petitioner that the disciplinary authority took a lenient view against the petitioner and reduced the punishment of dismissal to the punishment of discharge which was a great concession to the petitioner keeping in view the gravity of the charges proved against him.

The applicant has filed rejoinder. In his rejoinder he has stated that the inquiry was concluded *ex-parte* while he was ill and intimation was given to the Inquiry Officer. The Inquiry Officer concluded the inquiry hurriedly and found the charges proved without any evidence. The disciplinary authority also did not apply his mind. Complete documents regarding the report of the handwriting expert were not produced during the proceedings of the inquiry so the handwriting expert Shri Kashyap was not cross-examined. Complete document of the handwriting expert should be placed before the Inquiry Officer and a copy of the same should be given to the charge-sheeted employee.

Evidence of both the parties has been taken.

Preliminary issue regarding fairness of the inquiry was not pressed as such Award is given on the evidence produced during the course of inquiry and the evidence adduced in the Court.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workman applicant that no financial loss was caused to the Bank and the Bank's sole witness Shri J. P. Sharma has confirmed it. It was further submitted that the Inquiry Officer held *ex-parte* proceedings when the workman was sick and under treatment of G.B. Pant Hospital, New Delhi for serious ailment 'Major depression and intimations regarding this to all concerned. The Inquiry Officer did not give fair and proper opportunity to the workman and gave perverse findings which are not supported by any record.'

It was further submitted that the workman has a very excellent character and he has been given appreciation letter by the branch manager and Inspectors. It was further submitted that during the course of inquiry the evidence of Shri J. P. Sharma was recorded but he has admitted in cross-examination that he has not worked with the charge-sheeted employee and he is not acquainted with his writing. 41 charges were levelled against the workman but sole witness Shri J. P. Sharma was produced to prove all the charges. Shri J. P. Sharma was neither the dealing official nor checking official nor a passing official of the relative instruments.

I have gone through the cross-examination of Shri J. P. Sharma. He has admitted that he was neither dealing official nor the passing official of the relative instruments.

It was submitted that the management did not produce material witness. At least the dealing official,

checking official and the passing official should have been produced to prove that the relative instruments were submitted to them. The management has not produced during the course of inquiry any witness who has complained against the workman or transactions were completed with reference to their accounts.

It was further submitted that Shri S. K. Sharma and his experts were not examined. He has reported that it was not possible to express any definite opinion on the questioned signature Q-60 & Q-61 of Dipak Bagga as such the admitted signature and questioned signature of Shri Dipak Bagga, no opinion has been expressed. Shri Dipak Bagga has not made any complaint.

It was further submitted that the sickness of charge-sheeted employee is supported by the ESI Certificate. Sufficient time should have been given to the delinquent to become prepared in respect of proceedings of the inquiry.

It was further submitted from the side of the workman applicant that evidence of expert opinion couldn't be said to be conclusive evidence. In this respect my attention was drawn to 1960 Kerala LT (SC), 36 CR LJ 961, AIR 935 Rangan 178 and LR 311. It is of course true that the evidence of the expert is not conclusive evidence in view of the decision cited above.

It was further submitted that the experts who engages them give expert opinion in his favour. In this connection my attention was drawn to AIR 1937 Allahabad 182. It has been held that the Court has to decide whether the opinion of the expert is correct or not. In this connection my attention was drawn to, AIR 1977 SC 2274, 1977 CR LJ 1941, 1978 SCR 597. It is true that the opinion of the expert is to be evaluated by the Court. It is also supported by the decision of the Hon'ble Supreme Court in AIR 1963 SC 1728 and AIR 1973 SC 1346.

It was further submitted that the opportunity to cross-examine the expert's witnesses was not given. The management should have provided that enlarged photocopies of the question and admitted signatures but enlarge photocopies were not supplied, only the opinion of the experts was supplied. In the circumstances DR refused to cross-examine Shri Kashyap as such proper document were not supplied for cross-examination of the handwriting expert.

It is further submitted that the workman has 17 years unblemished service. He should have been given proper opportunity but the inquiry was concluded while he was sick and it was already intimated to the Inquiry Officer but he concluded the inquiry hurriedly within a month. The Inquiry Officer has admitted in his evidence in the Court that the inquiry was concluded *ex-parte*. Three or four adjournments were given before the proceedings. He has further admitted that he did not know if any complaint was made by the workman against his biased attitude towards him. According to the statement of the witness of the management in cross, it has been admitted that the inquiry was concluded *ex-parte* after three or four adjournments whereas the workman applicant sought adjournment on

medical grounds. Several adjournments have been given for producing witness in the inquiry but the inquiry was hurriedly concluded within a month when the workman was sick and under treatment of G.B. Pant Hospital, New Delhi for serious ailment, major depression and intimation to this effect were being sent to all concerned. In the first place enlarge photocopies of the questioned and admitted handwriting have not been supplied to the workman applicant so Shri Kashyap, the handwriting expert could not be examined. The inquiry was concluded ex-parte during the sickness of the workman applicant and he was not given any opportunity to produce witness in his defence. Secondly the material witness such as dealing, checking and passing officials were not examined.

It was submitted by the Bank that he couldn't be compelled to summon the customers. This is true that in a domestic inquiry customers cannot be summoned but the officials who checked, dealt with and passed the cheques should have been examined to show that the entire transaction was done by the workman applicant. The management has not produced these material witnesses. The Inquiry Officer relied only on the evidence of Shri J.P. Sharma, Shri J.P. Sharma was not acquainted with the facts of the case as is evident from his deposition in the inquiry.

The issue of inquiry was not pressed as a preliminary issue. Evidence in this case has been recorded as such the award is given on the entire merits of the case.

It was submitted from the side of the management that proper opportunities have been given to the workman applicant, principles of natural justice have been followed and he has been given opportunity to produce evidence in defence. There is no force in the arguments of the management on these points as stated and discussed above the inquiry was ex-parte. It was concluded hurriedly and proper opportunity to afford evidence and to cross-examine the witness in the domestic inquiry was not given to the workman applicant. The inquiry was held ex-parte in view of the decisions cited by the workman applicant, ex-parte inquiry cannot be held to be proper and fair. I have perused the entire case law cited by the workman applicant and the management. The law cited by the workman applicant are relevant in the facts and circumstances of the case. The law cited by the management are not applicable in the facts and circumstances of the case. The inquiry is absolutely unfair and improper and ex-parte.

The reference is replied thus.

The action of the management of SBI in discharging Shri S.K. Mitra w.e.f. 18-10-1994 is neither just nor fair nor legal. The workman applicant is directed to be restored to the position prior to the award of punishment i.e., 18-10-1994. However, the management is at liberty to re-open the inquiry and to conclude it again after supplying all the requisite papers and providing opportunity for cross-examination of all the witnesses and affording time to give evidence in defence.

The Award is given accordingly.

Dated : 02-03-2005.

R N. RAI, Presiding Officer

नई दिल्ली, 7 मार्च, 2005

का.आ. 1200.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 62/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-03-2005 को प्राप्त हुआ था।

[सं. एल-12012/21/2003-आई आर (बी.-I)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 7th March, 2005.

S.O. 1200.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No.62/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 04-03-2005.

[No. L-12012/21/2003-IR (B-I)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT

SHRIKANT SHUKLA
Presiding Officer

I. D. No. 62/2003

Ref. Np. L-12012/21/2003-IR (B-I) dated 30-5-2003

BETWEEN

The Secretary
U.P. Bank Employees Association
C/o Sh. Surendra Kumar S/o Sh. Mewa Lal
House No. 2760/30, Cheda Ka Purva,
Naka Hindola
Post-Rajendra Nagar,
Lucknow-226001.

(In the matter of Surendra Kumar)

AND

The Regional Manager
State Bank of India,
Region-III,
Regional Office Halwasia
Market Complex,
Lucknow-226001.

AWARD

The Government of India, Ministry of Labour vide their order No. L-12012/21/2003-IR (B-I) dated 30-5-2003 referred following issue for adjudication to the Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court, Lucknow.

“क्या प्रबंधन, भारतीय स्टेट बैंक, लखनऊ द्वारा श्री सुरेन्द्र कुमार पुत्र श्री सेवा लाल दैनिक श्रमिक को दिनांक 14-2-2001 से नौकरी से निकाला जाना न्यायोचित तथा न्यायसंगत है? यदि नहीं, तो कर्मकार किस अनुतोष को पाने का अधिकारी है?”

The case of the trade union is that the workman, Shri Surendra Kumar, S/o Sewa Lal was appointed as sweeper against a permanent vacancy of part time sweeper at State Bank of India, Chandar Nagar Branch, Lucknow on 18-11-96 on which the workman continued working till 13-12-2001. It is alleged that he was appointed against a permanent vacancy caused by leaving the service by Shri Vimal Kumar who was permanent part time sweeper. The worker was paid @ Rs. 30/- per day. It is also alleged that the workman has completed 240 of services prior to his termination. The period of working of the workman is alleged to be 5 hours per day. After termination of services of the workman the Bank has been appointing several persons for the job and thus the bank has adopted unfair labour practices and thus unjustified. It is also alleged the Bank has not adopted the provisions of law before terminating the services of the workman and as such, the termination is alleged to be illegal and unjustified. The workman has therefore, prayed that an award be passed for reinstatement with benefits of continuity and back wages.

The opposite party has admitted the allegation to the extent that the workman was engaged as casual labour on daily basis wages who worked for 1½ hours only per day. The management Bank has specifically denied the workman was ever appointed as permanent employee. It is further been alleged that the workman is not entitled to any relief, benefit and wages.

The trade union has filed some photo state copies of the remunerations being paid to the workman.

The trade union has examined the worker and the opposite party has examined Dy. Manager, Shri Devi Dayal.

Hear learned representatives of the parties and perused the record.

It is admitted fact that the worker has not been appointed through any appointment letter nor he has been terminated by any written order of the Bank. It is also admitted that the workman is not full timer. It is also not a case of opposite party that they

given notice of termination to the workman or compensation to the workman. It is also admitted fact that the workman did work for 240 days before his disengagement. According, to Section 25 F of Industrial Disputes Act, 1947.

“No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice wages for the period of the notice.”

Section 25 B defines the term continuous service which it has been laid down that a workman shall be said to be in continuous service for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than two hundred and forty days.

Hence in this particular case the workman has worked for 240 days prior to his disengagement in a year. The workman has not been given notice or compensation in lieu of required notice. Therefore, the termination of workman is illegal and unjustified.

It is not alleged nor proved by the employer that the workman has been gainfully employed elsewhere. Therefore, the worker is entitled for back wages.

Therefore, I am of considered opinion that the termination of the workman, Surendra Kumar is illegal and unjustified. I am also of considered opinion the workman was not employed against any permanent vacancy. It is needless to say that State Bank of India is a nationalised undertaking and it has a procedure for recruitment of class IV employees and recruitment has to be done under prescribed procedure. It is proved that the workman worked for 1½ hours per day @ Rs. 30/- per day. In the circumstances the issue before the Court is answered in negative and workman is entitled to reinstatement with back wages. Award accordingly.

Lucknow
22-2-2005

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 7 मार्च, 2005

का.आ. 1201.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जयपुर के पंचाट (संदर्भ संख्या सी.जी.आई. टी.-7/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-03-2005 को प्राप्त हुआ था।

[सं. एल-12012/194/2002-आई. आर. (बी.-1)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 7th March, 2005.

S.O. 1201.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Case No. C.G.I.T.-7/2003) of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management

of State Bank of India and their workman, which was received by the Central Government on 04-03-2005.

[No. L-12012/194/2002-IR(B. I)]

B.M. DÁVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CGIT-7/2003.

Reference No. L-12012/194/2002/IR(B-I)

Sh. Om Prakash Sain,
S/o. Sh. Naval Ram Sain,
R/o VPO Garu Teh. Kathumar,
Alwar

.....Applicant

Versus

1. The Assistant General Manager,
State Bank of India,
Region IV, 5, Nehru Place
Jaipur

2. The Branch Manager,
State Bank of India,
Kherli, Alwar

.....Non-applicants

Present :

Presiding Officer : Sh. R.C. Sharma.
For the applicant : Sh. C.D. Chaturvedi
For the non-applicants : Sh. Yashpal Garg.
Date of award : 24-1-2005

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of sub-sections 1 & 2(A) to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred the following industrial dispute for adjudication to this Tribunal which runs as under :—

SCHEDULE

“Whether the action of the management of State Bank of India in terminating the services of workman Shri Om Prakash Sain S/o Shri Naval Ram Sain w.e.f. 1/10/1997 was justified? If not, what relief the workman is entitled and from which date?”

2. The workman in his statement of claim has pleaded that he was engaged on 16-4-87 as Waterboy on daily wages by the Branch Manager, SBI at Kherli to supply the drinking water to the employees during the working hours as a full-time employee, who also carried out the additional duties as per the instructions of the Branch Manager, but his service was terminated on 1-10-1992. He has further pleaded that as per the settlement arrived at between the management of SBI and SBI Staff Federation, the

employees who had worked for more than 30 days were to be considered for their appointment/regularization in the bank and a circular dated 9-4-1991 was issued to this effect. The non-applicant bank has violated the provision under Section 25-F of the Act as the workman had worked for more than 240 days preceding to the date of his termination, but one month's notice or pay in lieu thereof and the retrenchment compensation were not paid to him prior to his termination. He has also averred that the junior employees to him were retained by the bank in violation of Section 25-G of the Act and after his termination the fresh hands were also recruited by the bank in contravention of the provision under Section 25-H of the Act. The workman has urged that his termination order be declared as illegal and unjustified and he be reinstated in the service with back-wages.

3. The non-applicants, in their written counter, have disputed the claim of the workman and have denied any contravention of the provisions under Sections 25-F, 25-G and 25-H of the Act on their part. They have further pleaded that there is no relationship of employer and employee between the parties, that the disputant is not a workman as defined under the Act and that there is a Local Implementation Committee of the bank employees, which engages the canteen boy to serve the tea and snacks to the employees of the bank and the bank exercises no control over this Committee. They have further pleaded that the disputant was employed by this Local Implementation Committee as a canteen boy and who was never engaged by the bank itself.

4. On 1-10-2004, at the request of the workman, the non-applicants were called upon by the Court to submit the copies of the Petty Cash Payment Register from January, 1988 to December, 1992. On the next date, i.e., 25-10-2004 on behalf of the non-applicants the reply to the application of the workman was placed before the Court along with the related rules to this effect that as per the rules, the summoned documents have been destroyed. The workman was afforded ample opportunity to submit his affidavit but despite three consecutive adjournments given to him, he has failed to submit his affidavit on the record. Accordingly, his evidence was closed on 18-1-2005. The non-applicants have chosen not to lead any evidence.

5. On the record, there is no evidence to establish the claim submitted by the workman. He has not even submitted his affidavit in support of his claim. It is a case of 'No Evidence' and the workman has failed to establish his claim.

6. Consequently, the reference is answered in the negative against the workman and in favour of the bank and it is held that the termination order in respect of the workman is justified. The claim of the workman is dismissed. An award is passed in these terms accordingly.

7. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R.C. SHARMA, Presiding Officer

नई दिल्ली, 7 मार्च, 2005

AWARD

का.आ. 1202.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या सी.जी.आई. टी-8/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2005 को प्राप्त हुआ था।

[सं. एल-12012/423/2000-आई. आर.(बी.-I)]

बी. एम. डेविड, अवसर सचिव

New Delhi, the 7th March, 2005

S.O. 1202.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. C.G.I.T.-8/2001) of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 04-03-2005.

[No. L-12012/423/2000-IR(B-I)]

B.M. DAVID, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR****Case No. CGIT-8/2001.****Reference No. L-12012/423/2000/IR(B-I)**

Sh. Madan Lal,
S/o. Sh. Rampal Mahaver,
Kali Paltan, Gendi Ki Chowki,
Koliyaan Mohalla,
Tonk (Raj.)-302004.

...Applicant

Versus

1. The Regional Manager,
State Bank of India,
P.R. Road,
Near Lal Kothi,
Jaipur-302001.

2. Branch Manager,
State Bank of India,
Tonk (Raj.)

...Non-applicants

Present :

Presiding Officer : Sh. R.C. Sharma.
For the applicant : Sh. R.C. Jain.
For the non-applicants : Sh. Yashpal Garg.
Date of award : 31-12-2004

1. The Central Government in exercise of the powers conferred under Clause 'D' of sub-section 1 & 2(A) to Section 10 of the Industrial Dispute Act, 1947 (hereinafter referred to as the 'Act') has referred the following industrial dispute for adjudication to this Tribunal which runs as under :—

SCHEDULE

"Whether the termination of service of Shri Madan Lal S/o Shri Rampal from 1-8-97 by the management of State Bank of India, Tonk is legal and justified? If not to what relief Shri Madan Lal is entitled?"

2. The workman in his statement of claim has pleaded that he was employed as a Messenger in the month of April, 1994 at State Bank of India, Tonk, whose duties were similar to that of a 4th Class and in addition to his functions, he was also performing the work of canteen staff as well as the duties of daftary. But on 1-8-97, his service was terminated. He raised the dispute before the Assistant Labour Commissioner who submitted the failure report to the Central Government, which has referred the dispute to this CGIT. He has assailed his termination order on the grounds that he is a workman, that he had completed 240 days of actual work in the calendar year preceding to his termination, that junior employees were retained by the bank at the time of terminating his service and that after his termination new recruitments have been made by the bank. He has urged to declare the termination order as illegal and to reinstate him in the service with its continuity and back wages.

3. Resisting the claim of the workman, the non-applicants in their written counter have averred that the disputant is not a workman, that a Local Implementation Committee (for short, LIC) is constituted at the branch level, which is funded by the Central Implementation Committee and the LIC consists of the bank officers and employees, which engages the canteen boy for serving the tea to the bank employees and customers. The disputant was employed by this LIC initially on the payment of Rs. 350/- per month and after January, 1997, his wages were raised to Rs. 500/- per month. They have disputed that the workman was ever employed as a 4th Class by the bank and that the disputant had worked from April 1994 to July 1997 in the capacity of the canteen boy under the LIC. The violation of the provision under Section 25-G of the Act has also been denied by the non-applicants.

4. On the pleadings of the parties, the following points for determination were framed :—

- I. आया प्रस्तुत विवाद औद्योगिक विवाद के अन्तर्गत नहीं आता ?
- II. आया प्रार्थी औद्योगिक विवाद अधिनियम, 1947 के अन्तर्गत "कर्मकार" की परिभाषा के अन्तर्गत नहीं आता ?
- III. आया प्रार्थी ने विपक्षी बैंक की शाखा, टोंक में चतुर्थ श्रेणी कर्मचारी के रूप में अप्रैल, 1994 से 31-7-97 तक निरन्तर कार्य किया ?

IV. आया अप्रार्थी के द्वारा दिनांक 1-8-97 से प्रार्थी की सेवा समाप्ति औद्योगिक विवाद अधिनियम, 1947 की धारा 25-एफ, जी एवं औद्योगिक विवाद (केन्द्रीय) नियम 1957 के नियम-77 का उल्लंघन कर की गई ?

V. आया प्रार्थी की सेवामुक्ति औद्योगिक विवाद अधिनियम, 1947 की धारा-2 (आर. ए.) में वर्णित अनुचित श्रम व्यवहार है ?

VI. आया प्रार्थी सेवामुक्ति की तिथि से बेरोजगार है।

VII. प्रार्थी किस सहायता को प्राप्त करने का अधिकारी है ?

5. In the evidence, the workman has submitted his affidavit, who was cross-examined on behalf of the non-applicants. In the defence, the counter-affidavits of MW-1, Sh. Ramavatar; MW-2, Sh. Ram Prasad Ala; MW-3, Sh. D.R. Gupta and MW-4, Sh. L.N. Gupta were placed on the record, who were cross-examined on behalf of the workman. The workman has also led the documentary evidence, whereas the non-applicants have chosen not to adduce only documentary evidence.

6. I have heard both the parties and have scanned the record. Point-wise discussion follows as under :—

Point No. III

7. The Ld. representative for the workman contends that the workman continuously worked from April 1994 to 31-3-97 as a Messenger in the State Bank of India at Tonk and this period is not disputed since the non-applicants in their reply have admitted it. His contention is that the dispute is to the extent as to whether the workman was employed as a Messenger or as a canteen boy. The Ld. representative submits that the workman was employed as a Messenger and the payment of wages was made to him by the bank and not by the LIC. No document by the non-applicants has been filed to prove this fact that the payment was made by the LIC and they have withheld these documents. Therefore, the presumption should be drawn against them and the statement of the workman should be accepted. The Ld. representative has further submitted that on the application of the workman, the non-applicants were called upon to produce the relevant documents before the Court and on behalf of them it has been shown before the Court that the relevant documents have been destroyed, but no proof thereof has been placed on the record. The Ld. representative has further stressed upon the certificates Ex. W-1 and W-2 which are stated to have been issued by the non-applicant bank and which speak about the work performed by the workman. The Ld. representative has also drawn my attention towards the applications submitted by the workman for payment of conveyance allowance, copies of the peon books, the letters written by the bank authorities which were sent to other offices through the workman. On the basis of these documents, the Ld. representative has argued that the workman had worked as a sub-staff in the bank.

8. Arguing contra, the Ld. representative for the non-applicants submit that there is no admission of the

non-applicants in respect of the workman's duration of the work and that the bank has denied the fact of employment of the workman by it as a Messenger, but he worked as a canteen boy under the control of the LIC and it is the admission of the workman in his claim statement that he was working as a canteen boy in the bank. The Ld. representative has further stated that this fact has also appeared in his affidavit that he was working as a canteen boy and he has admitted this fact in his cross-examination. The non-applicants have emphatically denied this fact that he was appointed as a Messenger. He worked as a canteen boy only from April 1994 to July 1997.

9. So far as the production of the documents is concerned, the Ld. representative for the non-applicants has submitted that since the workman had not worked under the employment of the bank, no record could be produced by the bank. His next submission is that the Branch Manager has no authority to appoint any person as a Messenger. He has also assailed the documents produced on behalf of the workman by stating that they are fabricated documents, that they do not bear the signatures of the concerned bank authorities and no such certificates were issued by the bank. His submission is that this documentary evidence has been created by the workman himself. The Ld. representative in support of his submission that the disputant was engaged as a canteen boy has relied upon AIR 2000 SC 1518.

10. I have bestowed my anxious consideration to the rival contentions and have carefully gone through the judicial verdicts placed before me.

11. Now, the questions which crop up for determination are (i) whether the workman was employed as a Messenger who worked from April 1994 to 31-7-97, (ii) whether he had completed 240 days of continuous service under the employment of the bank in a calendar year preceding to this date of termination, or (iii) whether during the period from April 1994 to 31-7-97, he was employed by the LIC as a canteen boy?

12. To establish his claim, the workman in his evidence has exhibited various documents. Ex. W-1 dated 31-7-97 is an experience certificate issued by the Branch Manager which says that he has worked w.e.f. 1st January, 1996 till 31st July, 1997. The second experience certificate is Ex. W-2 issued on 10-7-97 on behalf of the bank, which state that Sh. Madan Lal has worked in the bank for 316 days as a daily wage Ex. W-2(a) is an office order dated 23-8-96 directing the workman to discharge the work of Messenger in addition to his canteen duties. It says that the payment for the functions of the Messenger would be made by the Branch Manager.

13. Ex. W-3 to W-7 are the applications submitted by the workman before the Branch Manager wherein he has mentioned that as per direction of the bank he has carried out the works as a Messenger. Ex. W-8 to W-11 are

the applications submitted by the workman for the payment of the conveyance allowance and signed by the Messenger. Ex. W-12 and W-13 are the peon books bearing the name of the workman. Ex. W-14 to W-27 are the letters written by the Branch Managers to the various offices and which were handed over to the workman in the capacity of a Messenger for delivering them to the said offices. Thus, the workman on the basis of his documentary as well as oral evidence has endeavored to establish that he was employed as a Messenger and in addition to the duties of a Messenger, he was also performing the functions of the staff canteen and daftary.

14. On behalf of the bank, the plea of the workman has been assailed on the grounds that the documents relied upon by the workman are fabricated and that he was engaged as a canteen boy by the LIC, who worked in such capacity under the direct control of the LIC and had no concern with the bank. To rebut the evidence adduced on behalf of the workman, the bank has examined its four witnesses.

15. On a careful scanning of the record, it appears that Ex. W-1 has been issued on behalf of the bank which in clear terms states that the workman Sh. Madan Lal has worked as a Messenger from 1-1-96 to 31-7-97 and whose conduct and work was found satisfactory. It has been stated on behalf of the workman that this certificate as well as the certificate Ex. W-2 were issued by MW-2, Sh. Ram Prasad Ala. The seal is affixed on this certificate which bears the initials stated to have been made by Sh. Ram Prasad Ala. Similar is the experience certificate Ex. W-2 which has already been described supra. It also bears the seal and signature of the said officer.

16. Ex. W-3 to W-7 are the application submitted by the workman before the Branch Manager also carry the seal and signatures of the Branch Manager respectively. Ex. W-8 to W-11 bear the signatures of the bank officers. Ex. W-14 to W-27, the letters written by the Branch Managers to various offices bear the signatures of the Branch Managers respectively and also the signature of the workman in the capacity of the Messenger.

17. The workman in his cross-examination has stated that he was working as a Messenger in the bank and the payment of wages was made to him as the wages of the Messenger. Although he has admitted that he used to serve the tea to the staff members, but has categorically denied that its wages were paid to him by the LIC and has emphatically stated that the bank used to make him the payment of wages. The mode of payment he has also narrated which was through the bankers cheque. He has also narrated the duties as a Messenger who used to open the office by obtaining the key from the Chief Cashier and has also pointed out that prior to the running of the canteen he used to fill the water in the coolers in the bank. During the course of his examination, he, in response to a question put to him on behalf of the bank, has stated that he is having the original document of the experience certificate Ex. W-1 with him on the day, which he can show to the Court. He has also asserted that the experience

certificate Ex. W-1 and W-2 respectively bear the initials of the Branch Manager on the seal. In a question put to him on behalf of the bank that the name of "Madan Lal" in peon book Ex. W-13 is written by himself, he has denied it. He could also explained that Ex. W-14 is a letter which he had delivered to the municipal board and the letter Ex. W-15 dated 20-5-96 was addressed to the Oriental Insurance Company, letter Ex. W-16 was written to the Planning Manager, Tonk, the copies thereof he had kept with himself at the time of delivering them.

18. Turning to the management evidence, MW-1, Ramavatar was posted as the Field Officer in the Tonk branch from April, 1993 to December, 1994 and as a Branch Manager from 16-12-94 to July, 1996. His testimony is that the workman was never an employee of the bank, but he was engaged by the LIC and that the documents Ex. W-1 to W-27 are fictitious. Similar is the evidence of MW-2, Ram Prasad Ala who had been the Accountant from July, 1996 to September, 1998 and Field Officer from September, 1998 to June, 1999 in the said branch, who has stated that the experience certificates Ex. W-1 and W-2 were not issued by him. MW-3, DR Gupta was the Branch Manager of the said branch from the period 14-8-91 to 16-12-94 who has also narrated the same fact that the workman was not the employee of the bank. MW-4, LN Gupta had remained posted as Accountant in the said branch from September, 1992 to December, 1995. His testimony is that the documents produced on behalf of the workman are fabricated and the workman had only worked as a canteen boy.

19. MW-1, Ramavatar has admitted in his cross-examination that no documentary proof has been brought on the record to indicate that the workman was employed by the LIC. Apart it, the documentary evidence that the LIC was making the payment of Rs. 500 wages per month to the workman has also not been brought on the record. The bank was making the canteen subsidy to the LIC, no proof thereof has also been placed on the record. He has admitted that the letter Ex. W-27 bears his signature from A to B which he had given to the messenger to deliver to the concerned officer, but this witness has concealed the name of the Messenger to whom he had handed over this letter. When he was confronted by the initial of MW-2, Ram Prasad Ala on Ex. W-1 and W-2, he has denied to identify them, but has admitted that Ex. W-1 bears the seal of the bank. He has pleaded ignorance with regard to the documents Ex. W-2 to Ex. W-26. He has also admitted that the peon book Ex. W-13 contains the signatures of the parties on receiving the days delivered to them and this peon book relates to his period of posting in the branch, but he has stated that at that time, it did not carry the name of Madan Lal, but he could not be able to explain as to whether the peon book does not contain the name of the Messenger.

20. MW-2, Ram Prasad Ala has also admitted in the cross-examination that no documentary evidence with regard to the employment of the workman by the LIC has been brought on the record. He has denied that Exbts. W-1, W-2, W-2(a), W-3, W-5 and W-7 respectively

bear his signatures. In a reply to a question, he had stated that while functioning in the bank he used to sign both in Hindi and English languages. In his affidavit, he has deposed that Ex. W-4 to W-6 are fabricated documents and when a question was put to him in this respect, he has stated that since he does not identify the signatures on these documents, he is describing them as the fabricated documents. He has also denied to identify the handwriting on Ex. W-14 to Ex. W-27. Lastly, he has stated that he has described Ex. W-1 to W-27 as fabricated documents on account of his estimation only.

21. MW-3, Sh. D.R. Gupta has admitted that since 16-12-94 he has not been posted in the said branch and Ex. W-4 and W-6 bear the signatures of Sh. S. C. Upadhyay respectively. He has also admitted that he had not gone through the record relating to the workman from the period 17-12-94 to 31-7-97. His statement is that the letters Ex. W-14 to W-27 have been issued by the bank, but they are partly made up documents. But he could not be able to explain further how these documents are partly made up. He has admitted that the name of the messenger is mentioned in the peon book which is kept by him.

22. MW-4, Sh. L. N. Gupta has also stated that the documents placed on behalf of the workman are fabricated, but he was unable to point out as to when he has last seen the originals of Ex. W-8, W-14 and W-22. He has further admitted that the letters Ex. W-19 and W-22 were sent by him to the Bank of Baroda and the signatures on these resemble to his signature, but he had not signed them. When he has admitted this fact these letters were sent by him, then how these letters were not signed by him, he could not be able to explain them.

23. Thus, all these management witnesses have admitted this fact that no documentary evidence to the effect that the workman was engaged by the LIC as the canteen boy and that the payment of wages was made to him by the LIC have been placed on the record. The another fact which they have admitted that the letters were issued by the bank to the various offices and where handed over to the messenger to deliver them and that the name of the messenger is also entered into the peon book. Although they have stated that the documents placed by the workman on the record are fabricated, yet no reasons could be exhibited by them in their cross-examinations respectively.

24. The Id. representative for the non-applicants in support of his submission that the workman was appointed by the LIC as a canteen boy has placed his reliance upon AIR 2000 SC 1518. The Hon'ble Apex Court has observed in this decision that employees of the canteen run by the LIC would not become the employees of the bank as the bank is not having any obligation arising under the Shastri Award to run such canteens. But the Id. representative for the non-applicants does not derive any assistance from this decision since it flows from the aforesaid discussion that the workman was not engaged by the LIC as a canteen boy, but he was employed by the bank as a

Messenger. The contention canvassed on behalf of the non-applicants that the workman in his pleadings and affidavit has admitted that he was employed as a canteen boy, is not acceptable for the workman in his pleadings and evidence has clearly stated that he was employed as a Messenger and in addition to his duties as a Messenger, he had also performed the functions of the canteen as well as of the daftary.

25. The stand adopted by the bank that these documents are fabricated is not sustainable for the reasons that these documents admittedly bear the seals of the bank and the initials of the concerned officers thereupon and the bank has not produced any record lying with it to falsify them that they had never been the parts of their record or transactions of the bank. It is also surprising that if these documents are fake, which have been fabricated in the name of the bank, then why no criminal action was taken against the workman by lodging the complaint with the concerned police station. The oral evidence adduced on behalf of the bank in this respect is vague and untrustworthy. On the other hand, the workman has succeeded to prove them and Ex. W-1 and W-2, the experience certificates, in clear terms state that the disputant was engaged as a Messenger who continuously worked from 1-1-96 to 31-7-97. No reason has surfaced on the record to disbelieve such experience certificates issued by the bank. Therefore, this fact stands proved that the workman was employed by the bank, who had completed over 240 days of continuous service in the calendar year preceding to the date of his termination. It is not in dispute that prior to his termination, one month's notice or pay in lieu thereof and retrenchment compensation were not paid to him. Thus, the bank has not complied with the requirements under Section 25-F of the Act and the workman is entitled to the protection under the said provision.

26. On the basis of the analytical examination of the evidence adduced on the point by both the parties, the workman has succeeded in establishing that his termination by the bank tantamounts to the retrenchment. Accordingly, this point is decided in favour of the workman and against the bank.

Point No. IV

27. This issue consists of two parts. The first relates to the violation of the provision under Section 25-F of the Act by the bank, which has been discussed under the aforesaid paragraphs and it has been concluded therein that the termination of the service of the workman amounts to the retrenchment. It requires no repetition under this point. The second part pertains to the violation under Section 25-G of the Act which is discussed hereunder.

28. The workman in his claim petition has stated that at the time of his termination the junior employees to him were retained by the bank, but he has not named them, nor the names of such persons have been mentioned even in his affidavit. As such, there is no evidence on the point. This part of the issue, therefore, is decided against the workman.

Point Nos. I & II

29. Under the foregoing paragraphs, it has been that the claimant was employed by the bank, which is an industry and who was paid the wages for the work performed by him and his termination has also been found to be the retrenchment. Therefore, both these points decided in favour of the workman and against the non-applicants.

Point No. V

30. Para 10 of the 5th Schedule under Section 2(r)(a) reads that to employ workmen as casuals and to continue them as such for years with the object of depriving them of the status of permanent workmen is unfair labour practice. In view of the decision of Point No. III in favour of the workman, the act of the bank falls within this category of unfair labour practice. Accordingly, this point is decided in favour of the workman.

Point No. VI

31. At para 6 of the claim petition the workman has pleaded that he is out of employment and has reiterated it at para 8 of his affidavit. The evidence adduced on the point on behalf of the workman stands un rebutted as no rebuttal evidence could be adduced on behalf of the bank. This point, therefore, is decided in favour of the workman.

Relief

32. On account of the decision of Point Nos. I, II, III & V in favour of the workman, his claim deserves to be allowed. Consequently, the reference is answered in the affirmative in favour of the workman and against the non-applicants and it is held that the termination of the service of the workman dated 1-8-97 by the bank is illegal and unjustified and he is entitled to be reinstated in the service with its continuity and 50 per cent back-wages. His claim is allowed. An award is passed in these terms accordingly.

33. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 7 मार्च, 2005

का.आ. 1203.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आन्ध्रा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 185/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2005 को प्राप्त हुआ था।

[सं. एल-12012/213/95-आई. आर.(बी.-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 7th March, 2005

S.O. 1203.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 185/97) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Andhra Bank and their workman, which was received by the Central Government on 4-3-2005.

[No. L-12012/213/95-IR(B. II)]

N. P. KESAVAN, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE**

Dated, the 17th February, 2005

PRESENT:

Shri A. R. Siddiqui, Presiding Officer

C.R. No. 185/97

I Party

The General Secretary,
Andhra Bank Employees Union,
Parvana Bhawan,
Opposite to Reddy Hostel,
Hyderabad-500001

II Party

The General Manager,
Andhra Bank,
Andhra Bank Building,
Sultan Bazar, Saifa Road,
Hyderabad.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/213/95 IR (B-II) dated 26th November, 1996 for adjudication on the following schedule:

SCHEDULE

“Whether the action of the management of the Andhra Bank, Bangalore in terminating the services of Shri L. Subramaniam w.e.f. 29-3-94 is valid and justified. If not, to what relief the workman is entitled?”

2. The case of the first party, as made out in the Claim Statement is that he was selected by the management through the Employment Exchange, Mysore and after an interview was posted against the clear vacancy of sub staff of Mysore Branch w.e.f. 21-2-89. He had put in

continuous service of more than 5 years and his services were terminated illegally without any reasonable cause w.e.f. 29-3-94 without issuing him any notice and giving him opportunity of hearing that after his removal from service the management has been engaging several other persons in his place in the same branch and those who were selected along with him on temporary basis are still working in other branches and services of some of those temporary sub staff have been absorbed in the year 1991 itself and that he was not absorbed in the service though was on the roll of the management since 1989 working very sincerely for more than 5 years; that the second party Mysore branch has got 3 sanctioned posts of sub staff and only 2 persons are working and therefore, there was no justification for the Second Party not to absorb the first party and to terminate his services despite the fact that there were no adverse remarks or complaint against him for the services rendered by him. He made several representations seeking the employment but in vain. Therefore, he contended that termination of his services by the management despite the fact that he worked 240 days within 12 calendar months was in violation of the Supreme Court Judgment as well as settled principles of law.

3. The management by their counter statement opposed the claim of the first party on the following grounds :

That in the second party bank, there are broadly two categories of employees i.e. Award Staff covering the clerical and subordinate cadres and the other is officers category. The Award Staff are governed by the Bipartite Settlements entered into from time to time at the apex level between the Bank Managements and the Unions. Sub staff are recruited/selected by way of interview from amongst the eligible candidates sponsored by the Employment Exchange, subject of the norms specified in the policy laid down in the bank. Apart from the permanent sub staff to meet the immediate exigencies of service some casual appointments are made for specific days which are made either because of temporary increase in work load or because of the temporary vacancy caused due to the temporary absence of the permanent sub staff. To meet such exigencies in regional level the Administrative Officers concerned sort out a panel of candidates sponsored by the Employment Exchange specifically for the purpose temporary/casual engagements, within their territorial jurisdiction which is subject the approval of Head Office and candidates so empanelled are given casual/temporary engagements for specific days. Appointment orders are issued to the candidates concerned specifying the period for which the appointment is made. On expiry of the period, the appointment automatically stands ceased; that the first party herein was temporarily appointed from time to time on certain occasions due to the absence of permanent sub staff or due to temporary increase in workload. The first party cannot claim regularization of his service merely on the ground

that he was sponsored by the Employment Exchange and was on the panel and had worked as a temporary sub staff previously. The contract of employment does not subsist between the first and second party. It is denied that the first party has worked in the service of the bank for a period of 5 years and that he had put in more than 240 days of service in 12 calendar months. The first party is put to strict proof of the claim; that his non-engagement when there is no work amounts to retrenchment is not correct and hence denied. The provisions of law quoted in the statement of claim have no application to the facts of the case. Non-engagement of a temporary employee when there is no work cannot be termed as retrenchment and the first party has misinterpreted the provisions of law. Appointment for specific period which comes to an end by efflux of time due to non renewal of the contract is clearly excepted under Section 2(00) (bb) of the Industrial Dispute Act and hence it will not amount to retrenchment. It was further contended that the Second party has entered into Tripartite Settlement with the All India Andhra Bank Award Employees Union in the matter of empanelment and absorption of temporary employees in sub staff cadre on 9-1-95 and it is under Section 12(3) of the ID Act and therefore, he is binding upon all the temporary employees including the first party. It was contended that the claim of the first party seeking absorption is in violation of terms of the said settlement as he has to wait for his absorption till his turn comes in the order of the panel even if he is on the approved panel can cannot claim absorption in preference to the claims of the candidates ahead of him in the panel. Therefore, his reference is liable to be rejected.

4. During the course of trial, the management on its behalf examined the Branch Manager at Mysore as MW1 and got marked one document namely the above said settlement at Ex. M1. On his part the first party filed his affidavit by way of evidence and was cross examined for the management. The statement of MW1 in his examination chief is as under :—

"I am the Branch Manager at Mysore. We have officers, staff and award staff. There is a settlement. It is marked as M1. 1st Party was appointed as Temporary Sub Staff. His name is in the Panel. He worked for more than 240 days. Still Seniors are there for absorption. Absorption as per Seniority List and District Seniority. There is no vacancy in our Bank. He is entitled for absorption subject to vacancy and without ending the dispute."

5. In cross examination he shown his ignorance if the first party was taken when there was clear vacancy and his branch had 3 vacancies of sanctioned post of one staff and only two persons including the first party workman. He was unable to say that on 29-3-99 there was work available and that the first was refused work illegally. He admitted that there was no notice issued to the first party and no enquiry was conducted against him.

6. The affidavit filed by the first party by way of his examination chief is almost a replica of his Claim Statement and therefore, need not be once again repeated. In his cross examination he admitted that initially he was appointed as a temporary sub staff and there have been no orders of permanent appointment issued to him. He admitted that senior most among the sub staff, district-wise, will be absorbed as permanent employee. He denied the suggestion that at present there is a vacancy (it ought to have been no vacancy) for his post with the management and also denied the suggestion that he cannot be taken back to service, unless, his seniority turn comes. He denied the suggestion that he has not worked continuously for 240 days in a particular year.

7. Learned counsel for the first party filed his Written arguments and while reiterating the averments made in the Claim Statement he referred to certain admissions made by MW1 in his deposition before this tribunal so as to establish the fact that the first party worked for a period of more than 240 days in a calendar year and that he was on the roll of management for about a period of 5 years. He also referred to the settlement at Ex. M1 relied upon by the management and contended that there has been violation of clause 8(g) of the said settlement by the management in terminating his services. He therefore, submitted that the termination of the first party was illegal and is liable to be set aside by this tribunal. He further contended that as per the terms of the above said settlement the first party is entitled for permanent absorption and therefore, he is entitled to the relief of reinstatement and all other consequential benefits.

8. The learned counsel for the management also filed his written notes of arguments and while repeating the contentions in the counter statement, he took up further contention that the appointment of the first party was for a specific period coming to an end by efflux of time due to non renewal of the contract and therefore, his case comes under Section 2(oo) (bb) of the ID Act. He referred to the statement of MW1 as well as the first party in support of his argument that the first party was taken on temporary basis and shall wait for his turn to come to be absorbed in the services of the management as per the Settlement at Ex. M1. He took support of a decision reported in 1999 I LLJ page 46 and a decision reported in 1994 I LLJ Page 597 and also decision of our Hon'ble High Court reported in 1985 II Lab IC page 1833.

9. In order to appreciate the respective contentions of the parties, it will be convenient to bring on record certain facts admitted facts submitted and certain facts which have gone undisputed. It is admitted by the management that name of the first party having been sponsored through Employment Exchange was selected for a temporary post of Peon after conducting necessary, interview. It is not disputed that the workman was on the roll of the management as a temporary peon having brought on approved panel of the temporary peons in the year

1989 and was on the roll of the management in that capacity up till 29-3-94. MW1 as seen above in his examination chief admitted that first party was appointed as temporary sub staff and his name is in the panel. There was no denial on his part that first party was not on the roll of the management from 1989 till 29-3-1994. He also did not deny in his examination chief that the first party was denied the work on 29-3-1994. In fact in his cross examination he was unable to say that as on 29-3-94 there was work available but was denied to the first party. The case of the first party that he worked for 240 days in a particular calendar year was again very much admitted by MW1 in his examination chief noted above. It is not in dispute between the parties that the employment of the first party as a sub staff on temporary basis was to be governed as per the aforesaid settlement marked at Ex. M1 for the management. The contention of the first party that he was taken against permanent vacancy at the initial stage itself holds no water keeping in view the terms and conditions of the settlement at Ex. M1. Where under, temporary peons will be taken on the approved panel, their names being sponsored through Employment Exchange to provide them work in the branch concerned as and when the work is available on account of increase in the work load and on account of the permanent temporary peon being away from the job. His contention that he is entitled to absorption for the simple reason that he worked continuously with the management for a period of 5 years again has no support from terms of the above said settlement. His case that he must be absorbed in services, and be reinstated to a Peon vacancy already existing in Mysore Branch again is not acceptable as temporary peon like him has to be absorbed in services of permanent basis only when his turn comes and he cannot be given such an opportunity in preference to other senior temporary peons ahead of him. Therefore, the only contention raised by the management that the first party ought to have waited for his turn to be absorbed in services as per the terms of the above said settlement has to be appreciated in its proper perspective.

10. Keeping in view the above said background, now let us appreciate the contention of the first party as to whether his termination was in accordance with the terms of the above said settlement.

11. Clause 7 and and 8 (g) of the above said settlement reads as under :—

"Clause 7 : Procedure for absorption of temporary candidates who have completed 240 days of service in 12 consecutive months. : Notwithstanding what is contained in Clause 88(D), all those temporary candidates who have completed 240 days of service in any 12 consecutive months between 1-1-1982 and 16-12-1991 in the bank shall be absorbed into permanent service of the Bank as and when vacancies are identified by the Bank in the concerned districts. Such candidates would not be entitled for arrears of wages and back dated weightage in seniority.

Provided that the absorption of such candidates under this settlement shall be taken up only after absorption of the candidates who are already regularly empanelled at present after being sponsored by the concerned Dist. Employment Exchanges and who have already put in 240 days of service in any 12 consecutive months ending 16-12-1991. For this clause service will include intervening Sundays/holidays in addition to the temporary service. However, in cases where litigation is pending, computation of 240 days of service shall be for any consecutive period of 12 months upto the date of this settlement".

Clause 8 (g) : Candidates in the panel working temporarily in the Bank may be removed from the panels for good and sufficient reasons to be recorded in the writing after given him an opportunity to explain by the Personal Manager at Central Office.

12. Therefore, as could be seen from the facts brought on record, the first party fulfills the requirement of clause 7 of the said settlement, he completed 240 days of service in a calendar year in the very words of MW1 as stated by him in his examination chief. He was on the roll of the management in between 1-1-82 and 16-12-91, the fact not being disputed by the management that he was selected to the job in the year 1989 and was on the roll of the management up till March, 1994.

13. Now, the next question would arise as to whether the management complied with the provisions of clause 8(g) of the settlement. As could be read from the above said clause, the candidates in the panel worked temporarily in the bank may be removed from the panels for good and sufficient reasons to be recorded in the writing after giving him an opportunity to explain by the Personal Manager at Central Office. Undisputedly, no notice was served upon the first party nor any opportunity of hearing was given to him making out good and sufficient reasons so as to remove him from the panel of the candidates working temporarily. Therefore, it was a case of clear and utter violation of the above said clause of the settlement by the management in refusing providing work w.e.f. 29-3-1994. In fact it is not the case of the management that, his name has been removed from the panel and therefore, so long the first party remains on the panel, he cannot be refused work when the work was available which fact was not denied by MW1 in his cross examination referred to supra. The action of the management in refusing work to the first party in my opinion also appears to be in violation of the provisions of Section 25F (a&b) of the ID Act. When he undisputedly worked for a period of 240 days as admitted by MW1 in his examination chief itself then his termination amounts to retrenchment as defined under Section 2(00) of the ID Act and since there was no compliance of Section 25F (a&b), retrenchment will be illegal retrenchment. The contention of the Second Party that the case of the first party falls under clause 2(00)(bb) of the ID Act as his services were being taken on contract basis

whenever found necessary, has no basis and supported from any evidence. Not a single agreement or contract or any appointment order as such was produced by the management to show that during the above said period of 5 years services of the first party were being engaged for a specified period to come to an end on a particular day. Therefore, the two decisions referred to supra and cited on behalf of the management on this point, will not come to its rescue.

14. However, keeping in view clause 7 of the above said settlement which provides that the candidates who have completed 240 days of service in any 12 consecutive months between 1-1-82 and 16-12-91 shall be absorbed into permanent service of the bank as and when vacancies are identified in the concerned district, the case of the first party cannot be strictly brought under the provisions of Section 2(00) read of section 25F (a&b) of the ID Act. The only obligation in the light of the above said clause of the settlement on the part of the management will be to provide the first party the benefit of absorption in service when he undisputedly worked for 240 days in calendar year during the period from 1-1-82 to 16-12-91 he being already on the roll of the management in the year 1989.

15. Now, a question arises as to "What relief actually under the facts and circumstances of the case, the first party must be given". In his examination chief MW1 in no uncertain terms admitted that the first party is entitled for absorption subject to vacancy and withdrawing the dispute. Now, a period of 10 years from the date of alleged refusal of work done on 29-3-94 has already been elapsed as on today. During the above said period of 10 years, the first party would have been entitled to the benefit of absorption had he continued in the services of the management. First of all he was refused work w.e.f. 29-3-94 and secondly he raised the present dispute which resulted in the present reference in the year 1997 and the dispute continued as on today. Therefore, keeping in view the admitted position of the facts and law, it appears to me that ends of justice will be met if the services of the first party are to be absorbed permanently, by the management, particularly, when it is not the case of the management that his name has been removed from the panel. He shall be given preference to the candidates brought in panel subsequent to month of March 1994 and shall be provided with the work of temporary peon as per the terms of settlement, Ex.M1. Accordingly ther reference is answered and the following award is passed.

AWARD

The management is directed to provide work to the first party as a temporary Peon and shall consider his case for absorption in service in preference to the candidates brought on approved panel of the bank subsequent to March 1994 in terms of the settlement of at Ex.M1.

(Directed to PA transcribed by her corrected and signed by me on 17th February, 2005)

A.R. SIDDIQUI, Presiding Officer

नई दिल्ली, 7 मार्च, 2005

का. आ. 1204.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ संख्या 6/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2005 को प्राप्त हुआ था।

[सं. एल-12012/277/97-आई आर (बी-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 7th March, 2005

S.O. 1204.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 6/98) of the Central Government Industrial Tribunal/Labour Court Bangalore now as shown in the Annexure, in the Industrial Dispute between the management of Canara Bank, and their workmen, which was received by the Central Government on 4-3-2005.

[No. L-12012/277/97-IR (B-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL: CUM-LABOUR COURT, BANGALORE

Dated : 18th February, 2005

PRESENT:

SHRI A. R. SIDDIQUI, Presiding Officer

C. R. NO. 6/98

I Party

Shri K. N. Somashekaraiah, The Deputy General Manager,
No. 410/D, 17th Main, Canara Bank,
Banashankari 1st Stage, Circle Office,
Srinagar, 86-M.G. Road,
BANGALORE-560050 BANGALORE-560001

II Party

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order, No. L-12012/277/97-IR(B-II) dated 5th January, 1998 for adjudication on the following schedule.

SCHEDULE

“Whether the action of the management in dismissing Shri K.N. Somashekaraiah from services is legal and justified? If not, to what relief the said workman is entitled?”

2. The first party in his Claim Statement, apart from challenging the enquiry proceedings, (pleadings of the parties about the validity and legality or otherwise of the enquiry proceedings are omitted as there is separate finding recorded by this tribunal on the said point, challenged the enquiry findings at Para 2 of the Claim Statement on the allegation that the enquiry officer has relied upon two documents, namely, the confessional statements given by him admitting the charges of misconduct which documents cannot be sustained and consequently the entire findings

are vitiated. He further contended that the enquiry officer has not discussed the evidence which was in his favour but totally rejected the defence put forth by him and therefore, the findings of the enquiry cannot be sustained. At Para 8, the first party contended that the Disciplinary Authority did not issue him notice of adverse findings of Enquiry Officer before accepting the same. His explanation on proposed penalty was not considered in a fair and just manner. He also did not get a fair consideration in his appeal preferred against the punishment Order. Therefore, the panel imposed upon him by way of dismissal is shockingly disproportionate having regard to the fact that the first party worked in the bank since 1973 till the date of his dismissal without any remarks. His entire service was wholly unblemished and this aspect of the matter was not at all considered by the Disciplinary Authority while passing the impugned punishment order. In view of the extreme punishment of dismissal he has lost his livelihood and he is undergoing very great hardship. At para 1 of the Claim Statement the first party averred that he was appointed as Peon in the year 1973 and was promoted as Clerk in the year 1981. He averred that the Second Party initiated disciplinary proceedings against him by issuing him two charge sheets dated 17-4-89 and 23-7-1990. In the first party charge sheet it was alleged that he has misappropriated an amount of Rs. 1,47,050 by opening a fictitious account and got credit to the account by preparing false bank advices and withdrawn the proceeds and thereby defrauded the bank. In the second charge sheet it was alleged that he has misappropriated Rs. 4,85,354.30 in the same manner. He denied those charge sheets and the Disciplinary Authority not accepting his explanation however, conducted the departmental enquiry resulting into an illegal and arbitrary findings holding him guilty of the misconduct and then he was illegally dismissed from service.

3. The case of the management on the other hand is that the first party while working as a Clerk in the Town hall branch of the bank at Bangalore between 12-9-83 and 18-1-89 was involved in transactions pertaining to fraudulent withdrawals/misappropriation of huge amounts from fictitious saving bank accounts and also tampering of Bank records. He was placed under suspension w.e.f. 20-4-89 and subsequently he was served with 2 separate charge sheets. At para 3 of the Counter Statement the details of the two charge sheets are given as under :—

In respect of charge sheet BLSW: 25767:E.37: Ch. 20/89 dated 17-4-89: The first party was working at Townhall branch, Bangalore of the Second Party Bank from 12-9-83 to 18-1-1989. While attending to a query from IBAR Section regarding HO Account Reconciliation on 2-1-1989, it had come to light that an IBA 2046 purported to be from Chilur Branch responded by Welfare Center, Townhall branch, Bangalore, on 6-8-1986 was missing along with the relative credit slip. However, from the portion of slip available in the slip bundle, it was found that the credit was given to SB 30597. But, the ledgersheet of the SB 30597 was also missing. The SB Account 30597 was opened at Welfare Centre, Townhall Branch, Bangalore, on 24-10-1984; in the name of N. Ramu. The reconstructed ledgersheet of the SB

Account 30597 shows the following credits by way of Branch Advices other than 4 cash credits of Rs. 5 on 24-10-1984, Rs. 50 on 15-7-1986, Rs. 100 on 1986 and Rs. 500 on 25-7-1986 :

Date	Particulars	Amount (Rs.)
6-8-1986	By IBA 2046 dated 2-8-1986—Chilur Branch	17,100
19-8-1987	By IBA 15975 dated 19-8-87—Commercial Centre, Townhall	10,000
16-9-87	By IBA 17450	16,200
7-10-87	By IBA 19168 dated 7-10-87—Commercial Centre, Townhall.	20,500
2-11-87	By IBA 21073 dated 30-10-87—Commercial Centre, Townhall	12,650
4-12-87	By IBA 24647 dated 2-12-87	24,300
26-12-87	By IBA 24957 dated 23-12-87—Commercial Centre, Townhall .	46,300

The entire amount in the above SB Account has been withdrawn during the period August, 1986 to January, 1988 and the account stood closed on 7-1-1988. The withdrawals have been made by using the cheque leaves but of the 3 cheque books issued to the account on 22-7-1986, 20-8-1987 and 28-12-1987. An investigation in the matter revealed the following :—

- (a) The SB Account 30597 was a fictitious one.
- (b) All the 7 branch advices (Details given above) purported to have originated from Chilur and Commercial Centre, Townhall, Bangalore, were missing from the slip, bundle and had not originated from those branches.
- (c) 6 Credit slips pertaining to 6 Branch Advices out of the above 7 branch advices were missing (except in respect of IBA 15975 dated 19-8-87 for Rs. 10,000)
- (d) Ledgersheet of SB Account 30597 was missing.
- (e) Cheque requisition slips for the cheque books issued on 22-7-1986, 20-8-1987 and 28-12-1987 were missing.

Further, the first party had vide his statement dated 27-1-1989 submitted to the Investigating Officer admitting his acts of misappropriation stated as follows :—

- (a) He had giving an SB Account Opening from to one Shri Ramu who later opened the account with the introduction Shri V. Venkatesh, an SB Account Holder of BCC Extension Counter, Townhall.
- (b) He stealthily removed a Branch Advice from St. Martha's extension counter, Townhall, while he has working there.
- (c) After his transfer to Commercial Centre, Townhall, he had used the Branch Advice which he had stealthily removed from St. Martha's Extension Counter and fraudulently

got prepared at Branch advice with IBA numbers as a 2046 for Rs. 17,100 to the credit of SB 30597 of N. Ramu at Welfare Centre, Townhall, using a falk rubber of Chilur Branch as Originating branch.

- (d) He had also unauthorisedly removed 6 Branch Advices from Commercial Centre, Thapar House Townhall, while working there and fraudulently got prepared branch advices for a total amount of Rs. 1,29,950 to the credit of SB 30597 of Shri Ramu at Welfare Centre, Townhall.
- (e) He had taken the assistance of outsiders for withdrawal of the amount of SB 30597, which was fraudulently credited. He had destroyed the relevant Branch Advises and credit slips, cheque requisition slips and also the ledger sheet of SB Account 30597.

As already mentioned, there is no person by name Ramu available at the address given while opening the account and the account is therefore a fictitious one.

It is clear from the investigation and from his above statements that he had misappropriated an amount of Rs. 1,47,050 by opening a fictitious account and got credits to the account by preparing fake branch advices and withdrawn the proceeds and thereby defrauded the Bank.

Thus by his action in tampering the Bank records and misappropriating Rs. 1,47,050 the first party had committed Gross Misconduct.

In respect of Charge sheet NLSW : 30923 : E: 37 : CH. 36/90 dated 23-7-1990.

The first party was working at Townhall Branch, Bangalore of Second Party Bank from 12-9-1983 to 18-1-1989. On 31-12-1988 while tallying the HD Account of Townhall branch Welfare Centre, a difference of Rs. 85,000 was found and it was observed that a Branch Advice for Rs. 85,000 was missing in the HO Department. From the contra credit slip, it was found that a sum of Rs. 85,000 has been given credit on 30-12-1988 to the SB Account 34812 of Shivakumar. From the narration of the credit slip, it was found that the missing branch advice had emanated from Commercial Center of Townhall branch—contra debit to account Karnataka Silk Marketing Board. On 3-1-1998 on contacting Commercial Center, it was found that no such Branch advice for Rs. 85,000 had emanated from Commerical Centre to the debit of account Karnataka Silk Marketing Board.

The SB account 34812 was opened at Welfare Centre, Townhall Branch, Bangalore, on 8-8-1988 in the name of Shivakumar. The account opening form of SB 34812 is missing. The Ledger Sheet 0139357 shows the following credits by way of Branch advices other than cash credit of Rs. 25 as initial deposit on 8-8-1988 and by way of interest Rs. 354.30 credit held on 1-12-1988 :

Date	Particulars	Amount (Rs.)
31-08-1988	By IBA 11649	85,000
05-11-1988	By IBA 13684	85,000
29-11-1988	By IBA 14437	1,45,000
10-12-1988	By IBA TNCC 14913 dated 9-12-88	85,000
30-12-1988	By IBA TNCC 15996 dated 29-12-1988	85,000
	Total	4,85,000

The amount of Rs. 4,45,354.30 had been withdrawn during the period 2-9-1988 to 3-1-1989. The withdrawals had been made by using the cheque leaves out of 3 cheque books issued to the account on 1-9-1988, 9-11-1988 and 30-12-1988.

The investigation in the matter has revealed the following:—

- The SB Account No. 34812 in the name of Sri Shivakumar is a fictitious one.
- All the 5 Branch Advices (details given above) purported to have originated from Commercial Centre, Town Hall Branch, Bangalore and which were missing, had not originated from the above branch.
- A credit slip pertaining to 4 Branch Advices out of the above 5 Branch Advices were missing (except in respect of IBA 15996 dated 29-12-88 for Rs. 85,000).
- The SB Account No. 34812 opening form is missing.
- Cheque requisition slips for the cheque books issued to SB Account No. 34812 on 9-11-1988 and 30-12-1988 were missing.

Further the first party had vide his statements dated 14-1-1989 and 16-1-1989 addressed to the Deputy General Manager, Circle Office, Bangalore, of the Second Party Bank stated as follows:

- He had given a SB Account opening form to one Shri Shivakumar and got opened the SB Account No. 34812 on 8-8-1988 by remitting Rs. 25. Later, he removed the above account opening form from the Bank records and destroyed it.
- He obtained the cheque books 163311 to 320 on 1-9-1988, 175011 to 5020 on 9-11-1988 and 183951 to 3960 on 30-12-1988 and obtained the signature of Shivakumar on all the above leaves. He had destroyed the cheque requisition form of 9-11-1988 and 30-12-1988.
- He stealthily removed 5 Branch Advices from Commercial Centre, Town Hall Branch, Bangalore and got prepared Branch Advices as follows, for the credit of SB Account No. 34812 of K. Shivakumar at Welfare Centre fraudulently.

Date	Amount (Rs.)
31-8-1988	85,000
5-11-1988	85,000
29-11-1988	1,45,000
10-12-1988	85,000
30-12-1988	85,000

- He had withdrawn a sum of Rs. 4,45,354.30 from SB Account No. 34812 on various dates and he had taken the assistance of an outsider for the withdrawals. He had destroyed the above 5 relevant Branch advices, 4 Credit Slips pertaining to SB Account No. 34812 fraudulently credited.
- He had given his statements dated 14-1-1989 and 16-1-1989 on his own.
- He had requested that the amount due by him by the above fraudulent withdrawals be debited to Sundry Assets Account in his name and he had signed the debit slip for Rs. 4,85,354.30 debited to Sundry Assets—Sundry Debtors in his name at Town Hall Branch on 16-1-1989.
- He has reimbursed a sum of Rs. 4,20,024.30 towards Sundry Assets Account in his name Town Hall Branch, Bangalore as follows:

Dated	Amount (Rs.)
16-1-1989	2,34,000
24-1-1989	15,000
31-1-1989	48,000
11-2-1989	25,000
28-4-1989	98,000
28-4-1989	24.30

However, there is no person by name K. Shivakumar available at the address given while opening the account and the account is therefore a fictitious one.

It is clear from the investigation and from the First Party statements that he had misappropriated an amount of Rs. 4,85,354.30 by opening a fictitious account and got credit to the account by preparing false Branch Advices and withdrawn the proceeds and thereby defrauded the Bank.

Thus by the action of the First Party in tampering the Bank record and misappropriating Rs. 4,85,354.30 he had committed gross misconduct.

4. It was further contended that on the basis of the aforesaid charge sheets, Domestic Enquiries were conducted against the first party resulting into two separate finding submitted by the Enquiry officer vide his letters dated 3-7-95 and 29-9-95 and thereafter, after taking into consideration the submissions made by the first party, the disciplinary authority agreed with the findings of the Enquiry Officer and proposed the punishment of dismissal giving an opportunity of personal hearing and thereafter

passed the impugned punishment order dismissing the first party from services. His appeal against the dismissal order was dismissed by the Appellate Authority. At para 10 of the Counter Statement the second party contended that the first party has submitted letters dated 14-1-89 and 16-1-89 voluntarily admitting that he had committed fraud in the branch and he is solely responsible for the said fraud. He also admitted the misconduct before the Investigation Officer on 27-1-89. He also reimbursed Rs. 4,20,024.30 towards the amount misappropriated by him. While denying the averments made in para 7 of the Claim Statement, the management further contended that the enquiry officers has submitted his findings based on the documents and the oral evidence coupled with the letters dated 14-1-1989 and 16-1-1989 given by the first party admitting the fraud and therefore, the enquiry findings are not just based upon the letter of admission of guilt given by the first party but also on sufficient oral and documentary evidence pressed into service by the management during the course of enquiry. While giving reply to the averments at para 8 of the Claim Statement, the management contended that the Disciplinary Authority accepted the findings of the Enquiry Officer after independently analyzing the evidence adduced during the course of enquiries conducted against the first party. It had taken into consideration all relevant aspect and due weightage was given to the submission made by the first party. The Appellate Authority also independently considered the evidence brought on record. It was contended that the charges of misconduct proved against the first party being very grave in nature, the punishment of dismissal was quite proportionate and in commensurate, having regard to the gravity of the misconduct committed by the first party. Therefore, the dismissal order needs to be upheld without showing any sympathy to the first party.

5. Keeping in view the respective contentions of the parties on the point of validity and fairness or otherwise on the enquiry proceedings, my learned predecessor took up the above said question as a preliminary issue allowing the parties to adduce evidence at their command.

6. During the course of trial, the management on the said issue examined the enquiry officer as MW1 and got marked in all 14 documents at Ex. M1 to M14. Whereas, the first party examined himself as WW1 with documents at Ex. W1 to W6.

7. After hearing the learned counsels for the parties, my learned predecessor by his order dated 22-1-03 recorded the finding to the effect that Domestic Enquiry is fair and proper. Thereupon I have heard the learned counsels for the respective parties on the merits of the case including the alleged perversity of the enquiry findings and the punishment of dismissal.

8. Learned counsel. Shri S. Ramesh for Mr. V.S. Naik representing the first party vehemently argued that there was a CBI enquiry into the alleged fraud by the first party and other officials of the bank and a 'B' report was filed and that important document was held back by the management during the enquiry. He argued that as per charge the first party got opened fictitious accounts in the name of said Shivakumar and one Ramu and withdrawn

the amount as many as 23 occasions but no evidence was before the enquiry officer to establish the said fact. He contended that there was no oral and documentary evidence produced before the Enquiry Officer to show a nexus between the alleged fraud and misappropriation of the funds and the first party as the witnesses examined and documents marked for the management are not the direct evidence to prove the misconduct committed by the workman. He argued that the enquiry findings on both the charge sheets heavily banked upon the alleged confession statement at Ex. M22 during the Enquiry on the charge sheet dated 17-4-89 and Ex. M2 to M4 marked during the course of enquiry on the charge sheet dated 23-7-90 and certain credit slips through which the first party made repayment of Rs. 4,20,000/- and odd towards the alleged misappropriated funds involved in both the cases. Therefore, the learned counsel argued that it was not a case of sufficient and legal evidence to establish the charges of misconduct against the first party and in the result findings of the enquiry in both the charge sheets are liable to be set aside.

9. Whereas, learned counsel for the management Shri Venkatesh for Mr. PSS with equal vehemence argued that there has been sufficient legal and satisfactory evidence to establish the charges of misconduct against the first party and he supported the reasonings assigned by the Enquiry Officer in rendering his findings, based on oral and documentary evidence.

10. After having gone through the records, I find substance in the arguments advanced for the management. In order to appreciate the respective contentions of the parties as to whether the findings suffered from any perversity to be interfered at the hands of this tribunals it appears to me worthwhile to bring on record the very findings of the enquiries holding the workman guilty of the charges.

11. Findings of the enquiry supported by reasonings on charge sheet dated 17-4-1989 on pages 10 to 15 are as under :—

"The various management exhibits taken on records and marked and the depositions of various management witnesses goes to prove, beyond any reasonable doubt that a fraud had taken place at Town Hall Branch in the SB Account No. of 30597, a fictitious account. The modus operandi was fake credits to the said account by means of take IBAS fraudulent withdrawals totally to the tune of Rs. 1,47,500.

The first and the most important documents that speaks volumes about the fraud are Ex. M1 and Ex. M2. The authors of these documents, MW1 and MW3 in their depositions, besides confirming the contents of Ex. M1 and M2, have also brought on record, the most important and vital exhibit, Ex. M22, M30 & M31 where in the CSE has confessed having committed fraud. It is these exhibits along with other exhibits like Ex. M22, 23, 24, 25 and 26 and the confession made by CSE for having committed the fraud made the two witnesses; the Investigating Officers to clearly depose that the fraud in question was committed by the CSE only. Ex. M22 is a very vital document where in the CSE has explained in

details as to how they utilized the amount fraudulently withdrawn and how he proposes to repay. In fact, the CSE did repay the amount fraudulently withdrawn by him in SB 30597 & 34812, on different dates, totally amounting to Rs. 4,20,024.30, voluntarily. Nowhere it is on record or proved that the confession of the CSE was obtained by coercion or threat. The CSE has signed the relative credit vouchers for having made the remittances towards the fraud amount.

The modus operandi of the fraud has been clearly explained by Shri Dinesh T. Nayak (MW4). The SB account ledger sheet of SB 30597 was missing from the branch and it was reconstructed by MW4. The fictitious credits to SB account by way of branch advices allegedly emanated from Chilur branch were all proved to be fraudulent.

The CSE during the course of investigation admitted that he stealthily remand a branch advice from the St. Martha's Extension Counter, until he was working there and he used these stolen branch advice to mark fictitious credits. He also admitted that he destroyed relevant branch advice, credit slips, cheque requisition, and ledger sheets of SB Account. Though as many as 33 management exhibits were taken on record and 8 witnesses were examined from the management side the depositions of the first four witnesses and the admission/confession of the CSE speak volumes about the fraud. In view of the direct admission of the fraud by the CSE without any force, coercion/threat and the subsequent repayment of fraudulently withdrawn amount by the CSE makes the job of enquiring officer easy to conclude that the CSE misappropriated an amount of 1,47,050 by opening a fictitious account by preparing fake branch advice and subsequently withdrawn the amount. The entire modus operandi viz. the opening a fictitious account by preparing fake branch advices, tampering of records and fraudulent withdrawal of amount has been explained and admitted by the CSE in Ex. M22, his confession statement and his earlier statements, Ex. M30 & M31. The CSE himself has remitted the amount towards fraudulent withdrawals made by him and he has signed on the back of credit slips. In addition to his confession and repayment of fraudulently withdrawn amount, the various management documents taken on record and the depositions of management witnesses confirms the total involvement of the CSE in the fraud.

I therefore, hold the CSE guilty of the charges levelled against him in the charge sheet.

The CSE in his lengthy and well drafted written arguments dated 18th April, 1995, brought out certain alleged legal deficiencies in conducting the enquiry and also raised certain procedural matters. The CSE has alleged that

- (a) He was denied of legal assistance to be defended by an advocate.
- (b) The Bank complained to CBI to get him prosecuted.

- (c) The Bank has a duty to await the outcome of the prosecution before proceeding with the departmental enquiry as the criminal case in RC 1/89 is yet to be concluded.
- (d) That the action of the Bank in keeping the CSE under suspension and issuing charge sheet and holding enquiry under the provisions of Canara Bank Service Code are incompetent and void ab initio.
- (e) He was unable to defend himself before the domestic forums until the trial in the criminal's case is concluded.
- (f) The outcome of the enquiry has been predetermined and the enquiring officer was appointed to hold a force of an enquiry.
- (g) He was unable to follow the enquiry proceedings that were conducted in English as his English knowledge was poor.
- (h) His subsistence allowance was not enhanced even after an year of suspension.
- (i) Independent notice in respect of each of the two enquiries were not issued and the documents that were being relied upon in support of the charges were not made available to him.

The above are the general observations made by the CSE in his written brief in respect of both the charge sheets issued to him.

Most of the above points raised by the CSE cannot be discussed at this stage in the findings by the enquiring officer as they relate to administration decisions and the Enquiry Officer cannot take cognizance of them. However, the agreement of the CSO that he was unable to follow enquiry proceedings conducted in English and independent notices in respect of each of the two enquiries were not issued cannot be accepted. The CSE is a clerk and he has got working knowledge in English. In fact, many communications he has addressed to Enquiry Officer including his written arguments are in English only. The date, place and time of next enquiry was made known to the CSE and recorded in the enquiry proceedings :—

In the latter part of his written arguments, the CSE has made the following comments in respect of this charge sheet dated 17-4-89:—

- (1) The prayer of the CSE to adjourn the enquiry on 3-11-89 was not granted by Enquiry Officer
- (2) In admissible documents have been taken on record.
- (3) The CSE was not given an opportunity to cross examine some outsiders who have not been examined by the Presenting Officer and the relevance of witnesses like MW2 was not explained to him.
- (4) Some of the management exhibits like Ex. M10 & 11 cannot be accepted in evidence since they are produced in broken condition.

- (5) The CSE was not allowed to be defended by an Advocate and the enquiry was not held in Kannada.
- (6) The investigation report MW1 and 2 cannot be ruled upon as evidence against the CSE and he was not allowed to cross examine MW1.
- (7) The whole enquiry procedure in one way or the other is question reg. witnesses, cross examination, admissibility of documents etc.
- (8) The CSE was forced to sign on the back of credit slips.
- (9) The CSE has not given any confession.
- (10) The evidence of the investigating officer is at best, second hand secondary evidence and on the basis of the evidence of the Investigating Officer, no finding of guilt could not be given.

The enquiry in the matter was conducted as per procedure and every opportunity was given to the CSE to cross examine the witnesses as can be seen from the enquiry proceedings. If the CSO, at any stage of enquiry felt that any document was inadmissible, he should have brought it on record during the course of enquiry and cross examined the witness. Throughout the enquiry, repeated opportunities were given to the CSE to defend himself and to cross examine the management witnesses. The arguments of the defence that he was forced to sign on the back of the credit slips and he has not given any confession cannot be accepted. If at all force was used on the CSE to sign why he kept guilt all these days and why the matter was not taken up with the higher UPS immediately. Then why did he remit the amount to the bank totally amounting to Rs. 4,20,024.30.

There is no satisfactory answers for this in his written brief.

As already explained elsewhere in this findings, the guilt of the CSE is proved beyond any reasonable doubt. His arguments regarding procedure aspects of enquiry and his questioning of certain administrative decisions will not bring down the gravity of misconduct he has committed, which has been confessed by him. His act of confession has been corroborated his remittance of entire amount fraudulently withdrawn by him.

In the circumstances, I hold the employee guilty of the charges levelled against him in the charge sheet."

12. The findings of the Enquiry Officer with regard to the charge sheet dated 23-7-90 relevant purpose are as under :—

- (1) SB Account 34812 in the name of Shri K. Shivakumar was a fictitious account opened and operated by the CSE. Credits were received by means of forged branch advices perpetrated from the Commercial Centre of the branch for the credit of SB 34812, the fictitious account. During the enquiry it was established that the five branch advices (through which the credit to the extent of Rs. 4,85,000 was given to SB 34812) was fake advices not originated out of general

Banking transactions. MW4 has confirmed this fact. He had also confirmed that the above take branch advices were missing from the respective slip bundles. Ex. M3 1a to Ex. M3 1 b reveals that the branch advices were not originated from Commercial Central of the branch. The CSE, in his written statement Ex. M2, 3 & 4 has admitted having removed 5 branch advices and passing on relative credits to SB 34812.

- (2) The account opening form of SB 34812 and all the credit slips including the initial deposit of Rs. 25 were missing from the branch. The CSE in his confession statement Ex. M3 & M4 has admitted having removed the account opening form, and credit slips.
- (3) The CSE took keen interest in issuing a cheque book to SB 34812 as per the depositions of MW7. The CSE clarified her doubt stating that K.S. Kumar is K. Shivakumar, the account holder and got the cheque book issued in the said SB account. This clearly shows that the CSE had full interest in this account.
- (4) The CSE showed keen interest with regard to the transactions that took place in the account. The depositions of MW9 & 7 confirm this view.
- (5) Ex. M 22, the credit slip for Rs. 85,000 is the most important exhibit that led to the detection of fraud and identification of the culprit. The handwriting of the CSE in Ex. M22 has been identified by MW1, 3, 4, 5 & 6. The fraud came to light on 31-12-88, on which day, it was found that there was no correspondings IBA for the credit of Rs. 85,000 (Ex. M22) emanated from the Commercial Centre of the branch. Later, it came to light that a total sum of Rs. 485000 has been credited to SB 34812 on various dates by means of Branch advices and a sum of Rs. 4,45,354.30 had already been withdrawn. Except Ex. M22, all the branch advices and credit slips were missing from branch records, the CSE has admitted all these facts in Ex. M3 & Ex. M4, his letters dated 14-1-89 and 16-1-89 respectively.
- (6) The CSE has admitted the fraud withdrawal of Rs. 485000 in SB 34812 in Ex. M3 and Ex. M4 and also in his statement to the Investigating Officer (Ex. M2), which is witnessed by MW4. Further, MW4 has deposed that the CSE has given his statement Ex. M2 voluntarily. He has further deposed that the CSE has submitted Ex. M3 & M4 and confessed his involvement in the fraudulent withdrawals in SB 34812. MW3 has also deposed that the CSE submitted Ex. M3 & M4 voluntarily to the AGM CO Bangalore in the presence of MW1 & MW3.

- (7) Nowhere it is on record that force was used on the CSE to obtain his statement.
 - (8) The various facts and circumstances such as the assistance of the CSE in crediting Rs. 85,000 to SB 34812 on 30-12-1988, issuing of token to other counters helping and influencing comparison and verification of specimen signature, carrying cheques to the Manager for cancellation of signature which is not related to him and clarifying doubts of ledger clerk at counter No. 5 regarding name and account number appearing in cheque requisition slip. He clearly indicates the interest and involvement of the CSE in the fraudulent withdrawal of amount from SB 34812.
 - (9) The CSE has submitted a sum of Rs. 420024/30 towards fraudulent withdrawal made by him in SB 34812 *vide* Ex. M19, 37, 38, 39, 49 & 41. All these exhibits bear the signature of CSE and the fact of making payment by the CSE has been confirmed by MW1, 2 and MW3. No same person will remit such a huge amount to the Bank without any valid reason. Ex. M22, which is a very vital document in the case is in the handwriting of the CSE, which has been confirmed by MW5 & MW6.
 - (10) The CSE is also involved in another fraudulent withdrawal of Rs. 1,47,050 in SB 30597 applying the same *modus operandi*. The CSE has admitted his involvement in the fraudulent withdrawal of Rs. 1,47,050 in SB 30597 by giving confession statement and by admitting it before the investigation officer. The same act has been checked in this case. The admission of the CSE in Ex. M3 & M4 and the remittance of Rs. 4,20,024/30 through Ex. M19, 37 to 41 and the handwriting of the CSE in Ex. M22 coupled with the clear depositions of management witnesses and management exhibits taken on record and marked clearly establishes the involvement of the CSE in misappropriating Rs. 4,85,354.30 by opening a fictitious account and got credit to the account by preparing false Branch Advices and withdrawal the proceeds and thereby defrauded the bank. I therefore, hold the CSE guilty of the charges levelled against him in the charge sheet.
- The CSE in his lengthy written submissions dated 18th April 1995 has brought out certain alleged legal deficiencies in conducting the departmental enquiry against him and also raised certain procedural matters in respect of both the charge sheets issued to him. The general observations made by the CSE in his written submission are that :
- (a) He was denied of legal assistance to be defended by an Advocate.
 - (b) The Bank complained to CBI to get him prosecuted.
 - (c) The Bank has a duty of await the outcome of the prosecution before proceeding with the departmental enquiry as the criminal case in RC 1/89 is yet to be concluded.
 - (d) That the action of the Bank in keeping the CSE under suspension and issuing charge sheet and holding enquiry under provisions of Canara Bank Service code are incompetent and *void abinitio*.
 - (e) He was unable to defend himself before the domestic forums until the trial in the criminal case is concluded.
 - (f) The outcome of enquiry has been predetermined and the enquiry officer was appointed to hold the face enquiry.
 - (g) He was unable to follow enquiry proceedings that was conducted in English and his English knowledge is poor.
 - (h) His subsistence allowances was not enhanced even after an year of suspension.
 - (i) Independent notices in respect of each of the two enquiries are not issued and the documents that were being relied upon in support of the charges were not made available to him.
- The above are the general observations made by the CSE in respect of both the chargesheets issued to him. I have discussed about the above mentioned general observations of the CSE in my findings dated 10-5-95 in respect of charge sheet issued dated 17-4-1989 and the same holds good here also."
13. After having read very closely the aforesaid findings of the enquiry officer on the above said two charge sheets, it can never be said that there was no sufficient and legal evidence available to the Enquiry Officer in coming to the conclusion that charges of misconduct levelled against the first party have been proved beyond reasonable doubts.
14. During the enquiry on charge sheet dated 17-4-89, the management examined as many as 8 witnesses and got marked in all 33 documents at Ex. M1 to M33. In the enquiry other charge sheet dated 23-7-90, the management examined 10 witnesses as MW1 to MW10 and as many as 42 documents were marked as Ex. M1 to M42. Testimony of the aforesaid management witnesses examined during the course of both the enquiries has remained very much unshaken during the course of the cross examination and it is very strange to note that not a single suggestion was made to those witnesses attributing any motive to them in giving evidence or false evidence against the first party. Similarly the genuineness and the authenticity of the documents referred to *supra* in both the cases remained undenied and unchallenged on the part of the first party. The contention of the first party before this tribunal that

CBI report has not been produced and some documents with regard to fictitious accounts etc. ought to have been produced before the enquiry officer, in no way, takes away the weight and evidentiary value of the evidence pressed into service on behalf of the management. The Enquiry Officer was supposed to take into account the evidence brought on record and to record his findings on the basis of the evidence relied upon by the parties. Only because certain documents were not produced by the management, it cannot be said that there was no sufficient and legal evidence on record to prove the charges of misconduct against the delinquent. In fact the arguments advanced by the first party before this tribunal do not get support from the very averments in the Claim Statement. Nowhere it was whispered as to why the oral and documentary evidence produced by the management was not sufficient and satisfactory to speak to the charges of misconduct against the first party except to show that the findings of the Enquiry Officer were merely based upon his confession statements and therefore, they were not sustainable. How and why the enquiry findings suffered from perversity again was not a case made out by the first party in his Claim Statement. The only contention taken by him at Para 7 of the Claim Statement was that he was forced to sign the blank slips and papers and they were manipulated to suit the convenience of the management. As could be read from the enquiry findings, not only there was sufficient and legal evidence in the oral testimony of the management witnesses and the voluminous documentary evidence produced by the management but also there was also a material very much reliable to connect the first party with the guilt. The Statements at Ex. M22 on the first charge sheet and the Statement at Ex. M2 & M3 in the second charge sheet as argued for the management, were the confession statements given by the first party pleading the guilt in so many words. It is to be noted that though the first party in his Claim Statement contended that they were the only basis for enquiry findings, he however, nowhere challenged those confessional statements either saying that they were not made by him or that they were made by him under certain threats, promise, coerce etc, by the authorities concerned. He also did not challenge the fact that he reimbursed a sum of Rs. 4,20,00/- and odd under the credit slips at Ex. M19 and M37 to M41 on various dates and that those credit slips bore his signatures on their reverse. In fact the first party very strangely keeps conspicuous silence on the fact of his reimbursement of above said amount of Rs. 4,20,000/- and odd towards the misappropriated fund belonging to the bank. Therefore, in the aforesaid confessional statements under his own handwriting and signatures pleading the guilt and the credit slips under which he made reimbursement of huge amount of Rs. 4,20,000/- and odd were not at all challenged. Therefore, it is too much for the first party now to contend that they should not have been taken into consideration by the Enquiry Officer while recording the findings of the

guilt. In fact as noted above, the confession statements of the first party and the aforesaid credits slips were taken into consideration by the Enquiry Officer in corroboration of the other oral and documentary evidence produced by the management to substantiate the charges of misconduct against the first party. It just cannot be believed that the first party would have made payment of such a huge amount of Rs. 4,20,000/- with the bank, if he were nothing to do with the amount misappropriated as a result of fraudulent activities committed by him during the relevant period. Therefore, this very circumstance of reimbursement of Rs. 4,20,000/- and odd by the first party coupled with his confession statements must have been taken as sufficient and legal evidence to establish the charges of misconduct. In fact as noted above, this was not the only evidence brought on record before the Enquiry Officer but many important and competent witnesses were examined supporting the documentary evidence maintained by the bank produced by the management before the Enquiry Officer. Therefore, by no stretch of imagination it can be said that it was not the case of 'sufficient and legal evidence nor the case of no evidence'. It was well argued for the management that the charges of misconduct in the Domestic Enquiry are required to be proved producing satisfactory evidence, satisfying a man of prudence ordinary coming across such evidence. It is the preponderance of the evidence and not conclusive the evidence to be produced to prove the charges as in a criminal case. It is sufficient if it is proved that the charges are proved beyond any doubt if not proved beyond any shadow of doubt. Therefore, in the light of the above, I have no hesitation to come to the conclusion that the charges of misconduct leveled against the first party have been proved against him beyond any doubt and that the findings of the Enquiry Officer on those charges need no inference at the hands of this tribunal. As far as the quantum of punishment is concerned, the case on hand was a case of grave misconduct involving huge amount belonging to the bank of which amount the first party supposed to be custodian as a bank official.

15. Therefore, keeping in view the gravity of misconduct committed by the first party, the punishment of dismissal awarded to him in my opinion was quite commensurate and in proportionate to the charges of misconduct committed by him. Therefore, the punishment of dismissal again cannot be interfered at the hands of this tribunal. Accordingly the reference is answered and the following award is passed.

AWARD

The reference is dismissed. No order to cost.

(Dictated to PA transcribed by her corrected and signed by me on 18-2-2005)

A. R. SIDDQUI, Presiding Officer

नई दिल्ली, 7 मार्च, 2005

का. आ. 1205.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कॉर्पोरेशन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलोर के पंचाट (संदर्भ संख्या 73/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2005 को प्राप्त हुआ था।

[सं. एल-12012/174/2003-आई आर (बी. II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 7th March, 2005

S.O. 1205.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 73/2003) of the Central Government Industrial Tribunal-cum-Labour Court Bangalore as shown in the Annexure, in the Industrial Dispute between the management of Corporation Bank and their workmen, received by the Central Government on 4-3-2005.

[No. L-12012/174/2003-IR (B-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

“SHRAMSADAN”

III MAIN, III CROSS, II PHASE, TUMKUR ROAD, YESHWANTHPUR, BANGALORE-560022

Dated : 24th February, 2005

PRESENT

Shri A. R. SIDDIQUI, Presiding Officer

C. R. No. 73/2003

I Party

Shri Chidananda Ganapati
Dadavarti,
R/o Plot No. 27, Gokul Road,
Opp: KEC Sanmaranagar,
Hubli-30
Karnataka

II Party

The Deputy General Manager,
Corporation Bank,
Head Office,
Mangaladevi Temple
Road, P. B. No. 88,
Mangalore-575001
Karnataka

AWARD

I. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order, No. L-12012/174/2003/IR(B-II) dated 15th December 2003 for adjudication on the following schedule:

SCHEDULE

“Whether the action of the management of Corporation Bank is justified in dismissing Shri Chidananda Sadavarti from the services of the Bank? If not, what relief the workman is entitled to?”

2. In response to the notice issued by this Tribunal, the first party appeared in person and whereas, the Second Party made appearance through counsel. On 9-9-2004, first party once again appeared before this tribunal and sought time to engage lawyer. When the case was taken up for hearing on 18-1-2005, the first party neither appeared before the tribunal nor filed any Claim Statement in support of the reference point. Therefore, the case was posted for filing of the Counter Statement by the Second Party and whereas, Second Party also did not file Counter Statement, the award on hand is being passed.

3. Although as per the points of reference, the burden was cast upon the management to justify its action in dismissing the first party from the services of the bank but at the same time it was incumbent on the part of the first party to have put forth his Claim Statement making out a case as to how the dismissal order passed by the management was not justified.

4. Keeping in view the conduct of the first party, it appears that he is no more interested in prosecuting the proceedings on hand. In the result no purpose will be served in keeping the matter any more pending. Hence the following award.

AWARD

The reference is rejected for non-prosecution.

(Dictated to PA transcribed by her corrected and signed by me on 24th February, 2005)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 7 मार्च, 2005

का. आ. 1206.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, नई दिल्ली के पंचाट (संदर्भ संख्या 89/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-3-2005 को प्राप्त हुआ था।

[सं. एल-12011/36/2003-आई आर (बी. II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 7th March, 2005.

S.O. 1206.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 89/2003) of the Central Government Industrial Tribunal-cum-Labour Court New Delhi No. II as shown in the Annexure, in the Industrial Dispute between the management of Punjab National Bank and their workmen, received by the Central Government on 07-03-2005.

[No. L-12011/36/2003-IR (B-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE**BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI****PRESIDING OFFICER: R. N. RAI I.D. NO. 89/2003**

In the Matter Of :—

Smt. Rami,
C/o. The State Vice President,
Punjab National Bank Workers Organisation,
32, Chakrata Road, Dehradun (Uttanchal)

Versus

Punjab National Bank,
Zonal Office, Dehradun,
18, New Road, Dehradun

AWARD

The Ministry of Labour by its letter No. L-12011/36/2003 (IR-B-II) Central Government Dt. 09-06-2003 has referred the following point for adjudication.

The point runs as hereunder:—

“Whether the action of the management of Punjab National Bank is denying wages to Smt. Rami, Part-time Sweeper appropriate to the area swept by her is legal and justified? If not, what relief is concerned workman entitled to?”

The workman applicant has filed application for closing the case. The case was put up in Lok Adalat in Dehradun (Uttanchal). The case was decided in view of the application of the workman applicant in Lok Adalat at Dehradun.

No dispute Award is given.

Date: 04-03-2005,

R. N. RAI, Presiding Officer

नई दिल्ली, 7 मार्च, 2005

का. आ. 1207.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरिएण्टल बैंक ऑफ कॉमर्स के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 12/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-3-2005 को प्राप्त हुआ था।

[सं. एल-12012/154/2000-आई. आर. (बी.-II)]

एन.पी. केशवन, डैस्क अधिकारी

New Delhi, the 7th March, 2005.

S.O. 1207.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 12/2001) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi No. II as shown in the Annexure, in the Industrial Dispute between the management of Oriental Bank of Commerce and their workmen, received by the Central Government on 7-3-2005.

[No. L-12012/154/2000-IR (B-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE**BEFORE THE PRESIDING OFFICER:
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
NEW DELHI****PRESIDING OFFICER: R. N. RAI****I.D. No. 12/2001**

In the matter of :—

Rampal, S/o. Dhani Ram,
R/o. Quarter No. 3, Nai Basti,
Bhim Gaura, Haridwar (Uttanchal)

(Workmen Applicant)

Versus

1. Sr. Branch Manager,
Off. : Oriental Bank of Commerce,
Haripur Khurd, P.O. Sadhu Bela,
Distt. Haridwar (Uttanchal)
2. Asstt. General Manager,
Oriental Bank of Commerce,
Regional Office : 53, Gandhi Road,
Dehradun (Uttanchal)

(Respondents)

AWARD

The Ministry of Labour by its letter No. L-12012/154/2000/IR (B-II), Central Government Dt. 29-1-2001 has referred the following point for adjudication.

The point runs as hereunder :

“Whether the action of the management of Oriental Bank of Commerce, Dehradun in terminating the services of Shri Rampal, S/o. Sh. Dhani Ram, Sweeper w.e.f. 28-3-2000 is legal and justified? If not, what relief the concerned workman is entitled to and from which date.”

The claimant has filed claim statement. In his claim statement he has stated that the Respondents employed him as a Sweeper on 19-03-1998. The services of the applicant were terminated on 28-3-2000 without any prior information arbitrarily and illegally. That his mother Smt. Sarda Devi was working as Sweeper in the Respondent's office. She died during her service period on 14-3-1998. The claimant was employed on compassionate ground and he was assured after sometime his services will be made permanent. When the applicant made an application to the employers for making his services permanent he was removed from services and no inquiry was held against him. The work on which he was engaged is of permanent nature. It is in the interest of natural justice that his services should be made continuous w.e.f. 28-3-2000.

The management has filed written statement. In the written statement it has been stated that there is no employer-employee relationship between the parties. The applicant was daily wager and he was engaged for 57 days over a period of two years.

It has been further submitted that the recruitment is made in Banking service through recruitment Board and Employment Exchange. The claimant has not been

appointed through recruitment Board. The recruitment in the Bank is done in centralized manner. The Branch Office is not authorized to make appointments of any category. AIR 1992 SC 789 has been cited and it has been decided in that case that no appointment should be made through back door. The claimant was never issued appointment letter. He has worked for 57 days so there is no question of termination of his services. Smt. Sarda Devi worked in the Bank but the workman applicant was not appointed on compassionate ground. In the appointment on compassionate ground the Bank has to follow certain policy. Most of the paras of the claim statement have been denied.

The workman has filed rejoinder. In his rejoinder he has asserted that he worked for two years. He did not work for 57 days only.

Heard arguments from both the sides and perused the papers on record.

It was submitted from the side of the workman applicant that he has worked regularly for two years and he has been given appointment on compassionate ground but his services were arbitrarily terminated.

It was submitted from the side of the Respondents that he has worked for 57 days only and he has been paid payment for every day. Vouchers have been filed and the vouchers prove that the workman applicant has been made payment for 57 days only. The workman applicant has denied the vouchers but he has not filed any paper in support of his claim. There is no document from the side of the workman applicant. Only he has stated on affidavit that he has worked for two years. My attention was drawn to CA No. 1811/1992. The Hon'ble Supreme Court has held that 25 H is attracted in case of a workman who has worked continuously for not less than a year. In the instant case the workman has worked for 57 days only so 25 H of the ID Act is also not attracted as he has worked as daily rated worker as such the law cited by the is not applicable in the facts and circumstances of this case.

My attention was drawn to WP No. 7926/1987. The Hon'ble High Court of Allahabad. Lucknow Bench has held that daily wages workers cannot be terminated without following the procedure of retrenchment. This law is not applicable in the facts and circumstances of the case, as the workman has worked whenever there was requirement of such work. He has put in 57 days service from 14-3-1998 to 26-7-1999. He has not worked for more than 8 to 10 days in any month. As such his service is not regular, he was engaged when there was leave vacancies so he is not entitled to get the benefit of 25 H or of 25F. The laws cited by the workman applicant are not applicable in the facts and circumstances of the present case, as he has worked as a substitute for 57 days. He has not applied for appointment on compassionate ground. His appointment cannot be considered on compassionate ground as there is no appointment letter regarding the same. In some months he has worked for 3 to 4 days as such whenever there was additional work he was engaged and his service was taken. It is not a fit case for regularisation.

The law cited by the management is pertinent in the facts and circumstances of the case. The reference is replied thus.

The action of the management of Oriental Bank of Commerce, Dehradun in terminating the services of Shri Rampal, S/o. Dhani Ram w.e.f. 28-3-2000 is legal and justified. The workman applicant is not entitled to get any relief as prayed for.

The Award is given accordingly.

Date: 3-3-2005.

R. N. RAI, Presiding Officer

नई दिल्ली, 7 मार्च, 2005

का. आ. 1208.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 69/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-3-2005 को प्राप्त हुआ था।

[सं. एल-12011/37/2000-आई. आर. (बी.-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 7th March, 2005.

S.O. 1208.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 69/2000) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi No. II as shown in the Annexure, in the Industrial Dispute between the management of Punjab National Bank and their workmen, received by the Central Government on 7-3-2005.

[No. L-12011/37/2000-IR (B-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

PRESIDING OFFICER: R. N. RAI

L D. No. 69/2000

In the matter of:—

Smt. Nirmala Devi,
C/o The General Secretary,
PNB Workers Union, C/o PNB,
"L" Block, Connaught Circus,
New Delhi-110001

Versus

The Chief Manager,
Punjab National Bank,
PNB, 74, Janpath,
New Delhi-110001

AWARD

The Ministry of Labour by its letter No. L-12011/37/2000/IR (B-II), Central Government Dt. 23-6-2000 has referred the following point for adjudication.

The point runs as hereunder :

“Whether the action of the Chief Manager, Punjab National Bank, 74, Janpath, New Delhi in stoppage from duty w.e.f. 23-5-1998 to Smt. Nirmala Devi part-time Sweeper is justified, legal and valid ? If not, what relief and benefits he is entitled to”?

The union has filed statement of claim on behalf of the workman. In the statement of claim, it has been stated that Smt. Nirmala Devi was regularly performing the duties of a permanent Part-time Sweeper at Punjab National Bank, 74, Janpath, New Delhi for the last several years. That Smt. Nirmala Devi was drawing salary in the scale of 1/3rd pay and allowances as per Bipartite Settlement of the Banking Industry.

That Smt. Nirmala Devi worked in the Bank for more than 400 days in the 74, Janpath Branch Office of the Punjab National Bank without interruption/break during the relevant period and also was drawing salary/wages from the pay-roll of the said Branch Office for the services rendered by her. That the management of the Punjab National Bank had paid her salary/wages and Bonus as per provisions of the Bipartite Settlement but she was denied other admissible benefits. That Branch Manager, Branch Office, 74, Janpath, New Delhi refused to allow Smt. Nirmala Devi to perform her duties of Permanent Part-time Sweepers in the first week of 1998.

That the Chief Manager of the said Branch Office terminated the services of Smt. Nirmala Devi without any official order or with any cogent reason and due notice as required under Section 25-F of the Industrial Disputes Act, 1947. That the management of the Punjab National Bank even did not allow Smt. Nirmala Devi to perform her duties anywhere but those juniors to her in other branch offices were performing their duties regularly without interruption/break. That this action of the management of Punjab National Bank tantamounts to atrocities on the under privileged and the lowest segment of our society, Scheduled Caste and Scheduled Caste/Tribe. This action of the management of the Punjab National Bank also attracts various punitive provisions of various laws of the Land besides unfair Labour practice under the provision of Industrial Disputes Act, 1947.

That the action of the management of Punjab National Bank in not allowing Smt. Nirmala Devi to perform her duties without any cogent reason or official order, squarely falls within the ambit of the term ‘Retrenchment’ under the provisions of the Industrial Disputes Act, 1947 viz Section 25-F. That when the management of Punjab National Bank neither considered the legitimate rights of Smt. Nirmala Devi nor replied to representation made by her. The Punjab National Bank Workers’ Union, Delhi was left with no other alternative but to raise an Industrial Dispute in this regard. The management of the Bank even did not give satisfactory reply. The management of the bank turned down the

reasonable suggestion of the Asstt. Labour Commissioner to allow Smt. Nirmala Devi to join her duties.

The management has filed written statement. In the written statement, it has been stated that the term ‘Retrenchment’ has been defined under Section 2(oo) of the ID Act and sub-clause (bb) of the said Section inter-alia provides as under :—

“Termination of the service of the workman as a result of non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein.”

It is submitted that in the instant case, Smt. Nirmala Devi was engaged for limited period in stop gap arrangements only and by virtue of Section 2 (oo) (bb) reproduced hereinabove the non-continuance of Smt. Nirmala Devi in the stop gap arrangement does not constitute retrenchment and accordingly, there can be no question of any violation of Section 25-F of the ID Act as alleged or otherwise. That at the outset, it is submitted that all the allegations, submissions, averments made by the General Secretary of PNB Workers Union (Delhi) representing Smt. Nirmala Devi in statement of claim dt. 14-2-2001 be deemed to have been specifically denied unless they are specifically admitted in this reply. It is submitted that Smt. Nirmala Devi had been working in leave/stop gap arrangement of a part-time sweeper at BO : Janpath, New Delhi for a specific period i.e. as and when the regular sweeper had absented from the said office. Since the engagement of Smt. Nirmala Devi was purely against leave/stop gap arrangement, discontinuation of the same cannot be termed as ‘Retrenchment’ as defined under provisions of section 2 (oo) (bb) of the ID Act and accordingly there cannot be any question of any violation of Section 25-F or any other provisions of the ID Act. Bank had entered into a conciliation settlement dt. 7-5-1984 with All India PNB Employees Federation over the matter of fixation of wages of part-time sweepers and related matters.

In terms of the provisions of the said settlement, the vacancies of part-time sweepers at various offices are identified keeping in view the sweeping area of the concerned offices as well as hours of work per week to be put in by the part-time sweepers. It is also agreed that the vacancies of part-time sweepers eligible for 1/2, 3/4 or full wages arising at the station where the Bank has more than one office on account of any reasons shall be filled up on the basis of seniority determined by converting the services put in at 1/3, 1/4, 3/4 of the scale wages into full time services. This procedure of filling up the vacancies is to be followed unless ‘thikana’ system is in vogue at that particular area.

Bank rules further provide that till such time a permanent part-time sweeper is provided, the branch can make stop gap arrangements. The persons engaged in such stop gap arrangement are entitled to a compensation equivalent to same proportion of scale wages but at the initial stage of pay scale applicable to subordinate staff. Smt. Nirmala Devi used to be engaged at BO : Janpath,

New Delhi in stop gap arrangement for a specific period as and when the regular sweeper used to be on leave. It is further submitted that Smt. Nirmala Devi stopped on her own to work in leave arrangement at the said branch. It is further submitted that the name of Smt. Nirmala Devi appears in the list of those persons for the year 1998 who were engaged against leave arrangements for sweeping of premises and as and when her turn would com, she would be considered for absorption in permanent vacancy of part-time sweeper on consolidated wages/lowest scale wages.

The workman applicant has filed rejoinder. In her rejoinder she has reiterated the averments of her claim statement. The workman has been absent since 27-3-2003. Her cross was closed on 24-11-2004.

The management has filed affidavit.

Heard arguments from the side of the management.

It was submitted that the workman was engaged on leave vacancies whenever there is shortage of workman such workman are employed as substitute for stopgap arrangements as such she was employed against leave vacancies. Section 25-F and H of the ID Act are not attracted. There is no paper on the record to show that she has worked continuously. Affidavit of the management will prevail, as the workman has not made himself available for cross-examination. From the perusal of the record as well no case of the workman is made out. A person engaged as substitute when an employee goes on leave cannot be regularised or reinstated. The workman applicant has failed to prove her case.

The reference is replied thus :

The action of the Chief Manager, Punjab National Bank, 74, Janpath, New Delhi in stoppage from duty w.e.f. 23-5-1998 to Smt. Nirmala Devi, part-time sweeper is justified, legal and valid. The workman applicant is not entitled to get any relief as prayed for.

The Award is given accordingly.

Date: 4-3-2005.

R. N. RAI, Presiding Officer

नई दिल्ली, 7 मार्च, 2005

का. आ. 1209.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरिएण्टल बैंक ऑफ कॉमर्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 19/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-3-2005 को प्राप्त हुआ था।

[सं. एल-12011/23/94-आई आर (बी-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 7th March, 2005

S.O. 1209.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 19/96)

of the Central Government Industrial Tribunal -cum-Labour Court, No. II New Delhi as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Oriental Bank of Commerce and their workmen, which was received by the Central Government on 7-3-2005.

[No. L-12011/23/94-IR (B-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Presiding Officer : R. N. RAI

I.D. No. 19/96

In the matter of :—

Sh. Mahavir Prasad Raturi,
S/o Sh. Lalita Prasad Raturi,
Village Parasari,
Post Office Radhudhar,
Peti Jakkhidhar, Distt. Teri Garhwal,
Uttaranchal, Pin-249123

Versus

Oriental Bank of Commerce,
Head Office Personal Dept.,
Harsha Bhawan, Cannought Place,
New Delhi

AWARD

The Ministry of Labour by its letter No. L-12011/23/94-IR (B-II), Central Government Dt. 27-2-1996 has referred the following point for adjudication.

The point runs as hereunder :

"Whether the action of the management of Punjab Cooperative Bank Ltd. in terminating the services of Sh. Mahavir Prasad Raturi, Peon-cum-waterman w.e.f. 16-6-91 and in engaging of Sh. Kishan Morari Pradeep, Sonu and Saroj Kumar for the same job after termination is fair, just and legal ? If not, what relief the concerned workman Sh. Mahavir Prasad Raturi, Peon-cum-waterman is entitled to?"

The claimant has filed statement of claim. In the statement of claim, it has been stated that the workman appointed on 10-11-90 as peon cum waterman and he worked with the bank on different days as under :

S.No.	Dates
(a)	10-11-90 to 31-12-90
(b)	1-1-91 to 31-1-91
(c)	23-1-91 to 31-1-91
(d)	1-2-91 to 17-2-91
(e)	22-2-91 to 28-2-91
(f)	1-3-91 to 14-3-91
(g)	9-4-91 to 30-4-91
(h)	1-5-91 to 31-5-91
(i)	1-6-91 to 16-6-91

That it would thus be seen from para 2 above that the management gave nine artificial breaks in service to the workman and did not fill the post on regular basis although there was clear need for the same.

That the workman applied to the chairman of the bank on 20-9-91 for the post of peon on the basis of his earlier service rendered in the bank to the satisfaction of his superiors. That instead of appointing the workman on regular basis the bank engaged other workman mentioned in the terms of reference one after the other and also gave them artificial breaks in service which is a clear case of unfair labour practice on the part of the management and is covered by item 10 of the fifth schedule appended to Industrial Disputes Act, 1947.

That the action of the bank in terminating the service of the workman w.e.f. 16-6-91 and not considering him for appointment even though there was a clear vacancy which was filled in by appointment of other workman mentioned in the above terms of reference ignoring written requests made by the workman one after the other is also in violation of Section 25-H of the Industrial Disputes Act. That it is submitted that the management is in the habit of exploiting the low paid workmen by giving them temporary short term appointments and thereafter terminating them so as to evade/avoid liabilities of regular appointment of the workmen.

The action of the bank in giving artificial breaks to workman was *malafide*. Action also constitutes unfair labour practice within the scope of the Industrial Disputes Act, 1947. The action of the bank in terminating the service of the workman w.e.f. 16-6-91 and appointing other workmen thereafter without giving an opportunity of re-appointment to the workman is in violation of Section 25-H of the Industrial Disputes Act, 1947.

The work perform by the workman was of regular nature and it was therefore wrong, incorrect, unjust and unfair for the management to fill up the vacancy on temporary and short term basis. The argument of the bank that there was no permanent post of a peon-cum-waterman is knowingly wrong and incorrect as creation of post is a matter to be determined by the bank with reference to the needs of the bank at a particular point of time and not according to the whims and fancies of some of its officers.

The mere fact that the post was filled up again and again by appointing different workmen is itself enough to establish that the work performed by the workman was of regular nature and that there was need for peon-cum-waterman in the bank.

The management has filed written statement. In the written statement, it has been stated that the present alleged dispute is not at all maintainable since Central Govt. Industrial Tribunal does not have any jurisdiction in the matter as Punjab Co-operative Bank limited is not a Nationalised Bank and on this ground only this present alleged dispute is liable to be rejected.

That Sh. Mahavir Prasad Raturi hereinafter referred as the concerned person was never a regular employee

with the bank as he was working purely as temporary hand against leave vacancies of regular employees of the bank and for a limited period and hence the present dispute is not maintainable.

That the present terms of reference have been made mechanically by the appropriate Govt. (Govt. of India, Ministry of Labour) without application of mind and hence it is not maintainable. That the present reference is also bad in law since concerned person has never attained the status of a regular employee as he had never worked for 240 days in any calendar year and the appropriate Govt. ought to have rejected the present case at the conciliation stage only.

That the concerned person had no come to the Hon'ble Tribunal with clean hands and has suppressed many material facts. That the concerned person has failed to comply with the mandatory directions as given in the terms of reference and has not submitted the documents and list of witnesses within the stipulated period and hence the present alleged dispute is liable to be rejected on this ground alone.

That no proper and valid demand was ever served upon the management or its rejection thereof to constitute an industrial dispute and hence present alleged dispute is not maintainable. That no Industrial Dispute existed or was apprehended and hence no reference could have been made and hence the present reference is not maintainable as no relationship of employee and employer existed at any point of time.

That the concerned person has himself admitted in his statement of claim that he was not a regular employee of the bank. That concerned person has got no *locus standi* to raise the present dispute.

That applicant cannot claim any employment in the present bank as there is no requirement of temporary employees and in view of the fact that he had not completed 240 days of temporary service in the erstwhile bank. That the period of engagement of the claimant is already over by efflux of time and as such he cannot claim employment in the bank. That the employment in a Public Sector Bank like the management bank is made through the employment exchange or through banking service recruitment board as the case may be.

It is wrong to say that the breaks given by the management were artificial, it is further submitted that Mahavir Prasad was employed against leave vacancies and was working as a purely temporary hand for a limited term. Therefore in this way the job was of intermittent nature. There exists no permanent vacancy of the peon in the branch. The bank has got its permanent peons who whenever go on leave a person is for the time being employed in his place. The breaks occur naturally. The applicant was appointed against leave vacancies only.

Moreover as per the mandatory provisions the person concerned has never worked for 240 days in any calendar year. Full and final payment was made on every month which was duly signed and accepted by the concerned person and in this way the concerned person accepted that he was purely a temporary hand.

It is specifically denied that it constituted any unfair labour practice. It has already been stated by the person concerned that various people were engaged in breaks but it is wrong to say that the breaks were artificial. The bank has either extended the terms of the person concerned and the term ended automatically. It all depended according to the leave taken by the permanent employees.

All these malafide contentions of the person concerned have been written in order to mislead this Hon'ble Court and by suppressing material facts, the concerned person wants to take benefit of his own wrong. The concerned person himself had accepted the fact that he was not a regular employee. It indicates that he was a temporary hand.

The bank takes works from temporary hand as and when required. The person concerned has got no locus standi to raise the present dispute. The bank has got a number of permanent employees who are looking after the working of persons and the bank has liberty to keep only those persons against leave vacancy who give maximum output because every organisation believes in development. It is also submitted that there are no permanent vacancies existing in the bank. The other contents of paras no. 6 and 7 are denied being false.

The breaks were quite natural and the person concerned was called to work for the only period where the permanent employees of the bank were on leave. The person concerned is keeping malafide intention to find a place in the bank.

The question of complying the requirements of section 25H of the Industrial Disputes Act 1947 does not occur because the concerned person was not a regular employee of the bank. The concerned person wants to deviate from the original path. The concerned person was already on record. The bank showed mercy on him by giving him short term appointments against leave vacancy. The person concerned was kept against leave vacancy and the bank has liberty to keep on work any person who gives maximum output.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of claim statement. He has stated that he has worked in 1990-91. In 1990 he worked for almost 1-1/2 months and he worked from January 1991 to June 1991. The management has denied most of the paras of the claim statement. The workman has also denied most of the paras of the written statement.

Evidence of both the parties has been taken.

Heard arguments and perused the papers on the record.

It was submitted from the side of the workman applicant that he has worked in 1990 from 10-11-1990 to 13-12-1990. In 1991 he has worked from 01-01-1991 to 16-06-1991 with artificial breaks so he is entitled to be reinstated at least under Section 25H of the Industrial Dispute Act, 1947. The management employs persons for a short time thereafter terminates the services of such

persons; in this way the management is following unfair labour practice. The management has not given regular appointment to anyone employee.

It was submitted from the side of the management that Central Government and its Tribunal does not have any jurisdiction in the matter, as Punjab Co-operative Bank Limited is not a Nationalized Bank. On this account alone the claim deserves to be rejected. The workman was never a regular employee. He was a temporary hand against leave vacancies of regular employees of the Bank for limited period. He has not worked for 240 days so he has not attended the status of a regular employee. In view of the fact also Section 25F of the ID Act is not attracted. No valid demand was served on the management. The workman applicant has admitted in his claim statement that he was not a regular employee of the Bank. He has not completed 240 days and no junior to him has been appointed. When regular employee goes on leave, he has been appointed as substitute. He has not been appointed according to the Banking Service Recruitment. No unfair labour practice has been committed.

My attention was drawn to 1998 II LLJ. The Hon'ble High Court of Punjab and Haryana has held that in case 240 days are not completed Section 25H is not attracted. 2001 II LLJ is not applicable in the present facts and circumstances of the case. In 2001 LLR 1034 it has been held that 240 work should be completed then only Section 25F of the ID Act is attracted. In AIR 1997 SC 3657 the Hon'ble Supreme Court has held that daily wagers disengagement does not constitute retrenchment.

It was further submitted by the management that he has been employed as substitute as stopgap arrangement on leave vacancies. He has worked for 185 days during two years so Section 25F of the ID Act is not attracted. So far as 25 H is concerned he is not a daily rated worker or casual worker. He has been appointed on leave vacancies. The workman applicant has not filed any paper to show that he has worked regularly. Adhoc appointments and dehorse appointments cannot be made regular appointment as such neither 25F of the ID Act nor 25H of the ID Act is attracted in the present facts and circumstances of the case. The workman has not established that any junior to him has been retained in service. So there is no question of retrenchment compensation. The workman applicant has not been able to make out his case. The law cited by the workman applicant are not applicable in the facts and circumstances of the case. The workman applicant does not deserve to get any relief as prayed for.

The reference is replied thus :—

The action of the Punjab Co-operative bank Limited in terminating the services of Shri Mahavir Prasad Raturi, Peon-cum-Waterman w.e.f. 06-06-1991 and engaging to Shri Kishan Morari Pradip, Sonu and Saroj Kumar for the same job after termination is fair, just and legal. The workman applicant is not entitled for any relief as prayed for.

The Award is given accordingly.

Date : 03-03-2005.

R.N. RAI, Presiding Officer

नई दिल्ली, 7 मार्च, 2005

का. आ. 1210.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनाइटेड कमर्शियल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जयपुर के पंचाट (संदर्भ संख्या 9/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-3-2005 को प्राप्त हुआ था।

[सं. एल-12012/43/99-आई. आर. (बी.-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 7th March, 2005

S.O. 1210.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 9/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure, in the Industrial Dispute between the management of United Commercial Bank and their workmen, received by the Central Government on 7-3-2005.

[No. L-12012/43/99-IR (B-II)]

N.P. KESAVAN, Desk Officer

**ANNEXURE
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
JAIPUR**

Case No. CGIT-9/2003

Ref. No. L-12012/43/99-IR(B-II)

Sh. Gopal Narayan Sharma,
S/o Sh. Phoolchand Sharma,
Vapi House, Khari Kothi,
Dausa (Raj.)

.....Applicant

Versus

The Branch Manager,
United Commercial Bank,
Naya Katla,
Dausa (Raj.)

.....Non-Applcant

PRESENT:

Presiding Officer : Sh. R. C. Sharma.
For the applicant : Sh. Suresh Kashyap
For the non-applicant : Sh. Surendra Singh
Date of award : 11-2-2005

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of sub-sections 1 & 2(A) to Section 10 of the Industrial Disputes Act, 1947 (herein after

referred to as the 'Act') has referred the following Industrial dispute for adjudication to this Tribunal which runs as under :—

“Whether the action of the management of United Commercial Bank in termination the services of Sh. Gopal Narayan Sharma S/o Sh. Phoolchand Sharma w.e.f. 26-6-1997 is legal and justified? If not, what relief is the disputant entitled to?”

2. Pursuant to the reference, the workman in his statement of claim has pleaded that on the vacant post of 4th class he was appointed on 20-2-95 by the non-applicant, who continued to work w.e.f. the same date, but on 26-6-97 his service was orally terminated. He submitted his representations to take him back in the service, but his request was not considered by the non-applicant. He has stated that in between the period 20-2-95 to 26-6-97, he had completed more than 240 days of work in the each calendar year and to establish this fact he has the vouchers with him. Before terminating his service one month's notice or pay in lieu thereof and the retrenchment compensation were not paid to him in violation of Section 25-F of the Act. He has further pointed out that he was the senior most person who was terminated in violation of Section 25-G of the Act. He has urged that his termination order be declared as illegal and unjustified and he be reinstated in the service with its continuity and back-wages.

3. The non-applicant, in his written counter disputing the claim of the workman, has averred that the workman was employed as a part-time employee for discharging the contingent work on payment of fixed wages. He worked from 2-3-95 to 28-6-97 and whenever the work was taken from him the payment of wages was made to him, the details thereof are exhibited in the chart Ex. M-1. the non-applicant has further stated that the workman has shown his date of appointment as 2-3-95 in his application presented before the Conciliation Officer, whereas in his claim he has mentioned it as 20-2-95. The non-applicant has categorically denied the completion of 240 days by the workman in the calendar year and has stated that from the period 2-3-95 to 28-6-97, he worked for 223 days only as is clear from Ex. M-1. he has also denied the violation of Section 25-G of the Act by the bank.

4. On the pleadings of both the parties, the following points for determination were framed :—

- I. Whether the workman has worked with the non-applicant management from 20-2-95 to 26-6-97 as a 4th class employee, who has completed more than 240 days in a calendar year? BOA
- II. Whether the service of the workman was terminated in violation of Section 25-F of the Act? BOA
- III. Whether at the time of termination of the workman, his juniors were retained in the service in violation of Section 25-G of the Act? BOA
- IV. Relief, if any.

5. In the evidence, the workman has submitted his affidavit, who was cross-examined on behalf of the non-applicant. On behalf of the non-applicant, the counter-affidavit of Sh. Dinesh Kumar, Assistant Chief Officer (Personnel) was filed who was cross-examined on behalf of the workman.

6. On 4-2-2005, at the stage of hearing the final argument, an application was moved on behalf of the workman for summoning the documents from the bank.

7. I have heard both the parties on the application as well as on the merits of the case and have scanned the record. The point-wise discussion follows as under :—

Point Nos. I & II

8. The facts pertaining to both these points are identical. Hence, they are being discussed together as hereunder :—

9. The Id. representative for the workman contents that the workman has continuously worked from 20-2-95 to 26-6-97, who has completed more than 240 days in a calendar year and he has produced the vouchers in order to prove this fact. He has further contended that the chart Ex. M-1 has got no importance as the record on the basis of which it was prepared could not be produced by the non-applicant. The Id. representative has also questioned the testimony of MW-1, Dinesh Kumar on the ground that he is not aware of the facts and that he could not be able to prove that the workman had worked only for 223 days as alleged by the non-applicant. The Id. representative has also stressed upon the application dated 4-2-2005 by contending that to prove the entries of Ex. M-1 and the payment of wages made through the vouchers, the management be called for to produce the vouchers.

10. Per contra, the Id. representative for the non-applicant submits that the vouchers submitted by the workman are relied upon by the management which prove Ex. M-1 and the workman has himself stated that all the documents have been produced by him. The Id. representative also submits that the workman has performed the work for 223 days in total in between the alleged period and to prove this fact the record is not required to be produced.

11. I have given my thoughtful consideration to the rival contentions.

12. Now, the question which crops up for consideration is whether the termination of the workman tantamounts to retrenchment?

13. The case of the workman is that he was employed as a 4th Class against the vacant post on 20-2-95 who continuously worked up to 26-6-97 and in support of his submission he has adduced on the record as many as 21 vouchers, which have been exhibited by him to show that the payment of wages was made to him by the bank through these vouchers. On the contrary, the stand of the workman is that the workman was employed on contingent basis on payment of fixed wages in between 2-3-95 to 28-6-97 and the relevant entries of the payment of wages alongwith the dates of the vouchers have been shown in Ex. M-1.

14. So far as the date of employment of the workman is concerned, he has pleaded in his claim that he was employed on 20-2-95 and the non-applicant has sought to controvert it by placing the application (Ex. W-2) of the workman which he had presented before the Conciliation Officer, wherein he has specified his date of appointment as 2-3-95. No reasonable explanation could be afforded on behalf of the workman to show this ambiguity. Therefore, his statement is ambiguous as to on which date he was employed by the bank. The bank has categorically pointed out that from 2-3-1995 to 28-6-1997, the workman has performed the functions for 223 days only. It appears that the plea of the workman that he was engaged on 20-2-1995, seems to be improved one and stands uncorroborated by any other material on the record.

15. Now, I turn to the deposition of the workman. The workman in his cross examination has stated that he was employed on 20-2-1995 and has also admitted that he had presented an application Ex. W-2 before the conciliation officer. He has further admitted that all those vouchers through which the payment of wages was made to him have been placed by him on the record. He has specifically admitted that all those documents indicating the work performed by him and which were with his possession, he has submitted them before the court. Thus, it is obvious from his deposition that the payment of wages was made to him through the vouchers and all those vouchers were in his possession which he has brought on the record. These vouchers only contain the particulars as to the dates of payment and the sum of the wages paid to him. They do not disclose the number of working days. Hence, on the strength of these vouchers the workman has failed to show that he had completed 240 days of actual work under the employment of the bank in a calendar year since the working days cannot be reckoned on the basis of them.

16. The non-applicant has exhibited the chart M-1, the chart containing the entries of the payment of wages made to the workman. The dates, amount of the wages and the number of working days are incorporated therein. According to these entries, the total number of working days are calculated as 223 days in total.

17. MW-1, Dinesh Kumar, the Assistant Chief Officer (Personnel) has stated in his cross-examination that Ex. M-1 was probably prepared by the Branch Officer and has admitted that the record on the basis thereof it was prepared, has not been placed before the court. Although he is a formal, witness of record, but when the dates of the vouchers relied upon by the workman are compared with the dates of Ex. M-1, a few of the dates of the vouchers tally to it. Therefore, the genuineness of Ex. M-1 cannot be discarded merely on the ground that its record was not produced before the court. It is well settled law that the burden lies upon the workman to establish that he has completed 240 days of work in a calendar year proceeding to his date of termination and to substantiate this plea, he has placed on the record the vouchers which do not go to establish the plea of the workman. No other document could be placed by the workman to make out his case. Thus, he has failed to establish the fact of completion of

240 days of work in a calendar year under the employment of the bank.

18. I have also given thought to the submission made on behalf of the workman to call for the record from the non-applicant bank. Evidently, this application has been moved on behalf of the workman at a belated stage, which is also contrary to the plea adopted by him. In his claim statement at its para 5 he has categorically stated that he possesses the vouchers of payment of wages, which are in large number and which he would submit before the court for perusal. The same statement has been reiterated by him in his affidavit at its para 5. It therefore, follows that he workman was very much sure and confident of this fact that he has all the documents in his possession to prove his case and it also reflects that all those vouchers through which the payment of wages was made to the workman were obtained by him. But on the later stage of the case when he came to know that his case is feeble, he moved this application at the final stage of the hearing of the case. Thus, the application is an afterthought which is devoid of the merit and deserves the rejection.

19. To sum up, the workman has failed to show that the bank has acted in contravention of the provision under Section 25-F of the Act, accordingly both these points are decided against the workman and in favour of the bank and the application of the workman dated 4-2-2005 stands rejected.

Point No. III

20. The Id. representative for the workman contends that after the termination of the workman new employee named Shri Jagdish Prasad Gupta was employed by the bank. It has been opposed on behalf of the bank by arguing that it has not been specifically pleaded in the statement of claim.

21. The stand taken by the workman on this point is contradictory in itself. At the para 8 of his claim statement, he has mentioned that after his termination the another person was employed and thereafter he continues to say that being the seniormost person he was terminated in the clear violation of Section 25-G of the act. Be that it may, neither the workman has named any person in his claim statement who was appointed subsequent to his termination nor he has pointed out any junior person to him who was retained by the bank while terminating his service. Similar is the position in his affidavit. In his cross examination he has admitted this fact he has not named the junior person to him in his affidavit who was retained by the bank. He further discloses in his cross-examination that after his termination Jagdish Gupta was appointed by the bank. This fact has been denied by the non-applicant. Moreover, no documentary evidence could be led on the record to substantiate the oral testimony of the workman. Therefore the workman has not succeeded to prove this fact also. As such, this point is decided against the workman and in favour of the non-applicant.

Relief

22. For the foregoing reasons, the workman is entitled to no relief and his claim deserves to be rejected.

23. In the result the reference is answered in the negative against the workman and in favour of the management to this effect that the termination order dated 26-6-1997 of the workman is legal and justified and the claim of the workman is rejected. An award is passed in these terms accordingly

24. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 7 मार्च, 2005

का.आ. 1211.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल.आई.सी.ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 9/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-3-2005 को प्राप्त हुआ था।

[सं. एल-17012/36/93-आई.आर. (बी. II)]

एन.पी. केशवन, डैस्क अधिकारी

New Delhi, the 7th March, 2005

S.O. 1211.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 9/2003) of the Central Government Industrial/Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 7-3-2005.

[No. L-17012/36/93-IR (B-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CGIT-24/2002

Reference No. L-17012/36/93-IR (B-II)

Sh. Kaluram Nai,
S/o. Sh. Kishnaram Nai,
R/o Kalyanpura via Dulhasar,
Teh. Sardar Sahar,
Distt. Churu (Raj.)

.....Applicant

Versus

Senior Regional Manager,
Life Insurance Corporation,
117/4, Public Works Department,
Jodhpur.

.....Non-applicant

PRESENT:

Presiding Officer:

Sh. R.C. Sharma

For the applicant

: Sh. R.R. Sharma

For the non-applicant

: Sh. Anurag Agrawal.

Date of award

10-2-2005

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred the following industrial dispute for adjudication to this Tribunal which runs as under :—

"Whether the action of the (i) Senior Manager, LIC of India, Jodhpur & (ii) Senior Branch Manager, LIC of India, Nagpur in terminating the services of Sh. Kaluram Nai, a temporary Sub-staff w.e.f. 22-3-1990/1-4-1990 as the case may be, is legal, proper and just? If not, to what relief the workman is entitled to?"

2. The workman in his statement of claim has pleaded that he was employed by the non-applicant Life Insurance Corporation (for short, the Corporation) on 1-1-90 as a 4th Class employee at its Naguar branch, who continuously worked as such till 31-3-90 but his service was only terminated w.e.f. 31-3-90. It has been further stated that the Corporation vide its letter dated 4-6-90 has charged the workman with the allegation that he had falsely marked his presence on certain dates during this period on which he was absent. On this ground, as per the averment of the workman, he was terminated without holding the domestic enquiry against him. He has also stated that prior to his termination one month's notice or pay in lieu thereof and the retrenchment compensation were not paid to him and the requirements under Section 25-F of the Act were not followed by the Corporation. According to his pleading, at the time of terminating his service, the junior employees to him were retained by the Corporation in violation of Section 25-G of the Act and after his termination fresh hands, viz., Sh. Bhawarlal Jat was appointed in his place in contravention of Section 25-H of the Act. The workman has alleged that he was called for the interview and he had appeared therein, but he was not appointed on the ground that he had raised an industrial dispute before the Conciliation Officer. He has urged that his termination be declared illegal and he be reinstated in the service with its continuity and all other consequential benefits.

3. The non-applicant, in his written counter, has disputed the claim and has stated that this Tribunal has got no jurisdiction to entertain the dispute and that the workman was employed for a specified period from 1-1-90 to 9-2-90 and thereafter from 14-2-90 to 31-3-90 for contingent work on fixed wages, who had completed only 76 days of work with the Corporation. Contravention of the provisions under Sections 25-G and 25-H of the Act has also been denied by the Corporation.

4. On the pleadings of both the parties, the following points for determination were framed :—

- I. Whether the workman was appointed on 1-1-1990 as IV class employee by the non-applicant management who continuously worked upto 31-3-1990?
- II. Whether at the time of terminating the services of the workman junior employees to him were retained by the management in violation of Section 25-F of the Act?

III. Whether after the termination of the workman the fresh hands were recruited in violation of Section 25-H of the Act?

IV. Whether the present dispute does not fall within the ambit of the ID Act, 1947 and it is governed by the Rules made by the LIC?

V. Relief, if any?

5. In the evidence, the workman has submitted his affidavit and on behalf of the non-applicant, the counter-affidavit of MW-1, Sh. M. L. Choudhary, Manager (Law), has been brought on the record. The workman has placed on the record two letters of the Corporation dated 21-6-90 and 4-6-90 respectively. The non-applicant has chosen not to lead any documentary evidence.

6. I have heard both the parties and have scanned the record. The point-wise discussion follows as under :—

Point No. I

7. The Id. representative for the workman contends that the workman had worked from 1-1-90 to 31-3-90 continuously, but his service was terminated on the ground of misconduct without holding any enquiry against him, though he could not complete 240 days of work with the Corporation. On the other hand, the Id. representative for the Corporation submits that the workman had worked for 76 days only.

8. The workman has admittedly not completed 240 days of actual work under the employment of the Corporation. As per his pleading, he was employed on 1-1-90 who continuously worked up to 31-3-90, which works out at 90 days only, whereas the Corporation has shown that he had worked in two spells from 1-1-90 to 9-2-90 and 14-2-90 to 31-3-90 for a total period of 76 days. However, from the letter dated 4-6-90 addressed by the Sr. Branch Manager of the Corporation to the workman, it appears that the workman had worked from 1-1-90 to 9-2-90 and 14-2-90 to 31-3-90 for a period of 80 days in total. But it is perfectly clear that the workman had not completed 240 days of actual work with the Corporation in a calendar year preceding to his termination.

9. So far as the holding of the enquiry against the claimant is concerned, in his cross examination he has admitted that no appointment letter was issued in his favour. The workman has failed to show satisfactorily that he was appointed under any of the rules of the Corporation which requires the initiation of domestic enquiry on his misconduct. Thus, on both these counts, the workman has failed to establish his pleas and accordingly, this point is decided against him.

Point No. II

10. The workman in his statement of claim and in the affidavit respectively has not named any junior person to him who was retained while his service was terminated by the Corporation. The Id. representative for the workman contends that MW-1, Sh. M.L. Choudhary has admitted this fact in his cross-examination. But on a careful scrutiny of the deposition of MW-1, M.L. Choudhary, this fact is

not fortified. Hence, no evidence could be brought on the record on behalf of the workman to substantiate the plea that at the time of his termination the junior employees were retained by the Corporation and this point is accordingly decided against him.

Point No. III

11. The workman has stated that Sh. Bhanwarlal Jat was appointed subsequent to his termination without affording an opportunity of employment to him by the Corporation. This fact has been denied by the Corporation. In his cross-examination, the management witness M.L. Choudhary has categorically stated that Bhanwarlal Jat was not appointed by the Corporation. The workman has also not brought on the record any documentary evidence to suggest that the fresh hands were recruited by the Corporation after his termination.

12. The Ld. representative for the Corporation, in support of his submission that the claimant has not led any documentary evidence to corroborate this fact, has referred to the decision reported in 2001 Lab IC Rajasthan 610, wherein the Hon'ble Court has observed that "further the appellant utterly failed to prove this fact that respondent had violated this provision of Sections 25-H and 25-G by way of any documentary evidence which was to be proved by the appellant. Mere mentioning the names of the junior persons who were alleged to appoint after retrenchment of the appellant, does not serve the purpose".

13. The submission made on behalf of the Corporation is fortified by the decision supra. This point is, therefore, decided against the workman and in favour of the non-applicant.

Point No. IV

14. The Ld. representative for the Corporation contends that this Tribunal has got no jurisdiction under the ID Act to try the dispute and the case is governed by the rules of the Corporation which exclude the jurisdiction of the ID Act. On behalf of the workman, the submission has been opposed.

15. The Ld. representative for the Corporation has referred to AIR 1994 SC 1343, (1997) 8 SCC 46 and AIR 1982 SC 1126 in support of his submission.

16. In AIR 1994 SC 1343, the facts are that the appellant was appointed as Development Officer by the Corporation on probation for a period of one year, which was extended for a further period and as he failed to achieve the fixed target before the expiry of the extended probation, his service was terminated. The question which came up for consideration before the Hon'ble Apex Court was whether the case of the appellant could be attracted under the provisions of the ID Act. In this context, the observation made by the Hon'ble Court is extracted as below:—

"The amendments introduced in S. 48 of the Corporation Act have clearly excluded the provisions of the Industrial Disputes Act so far they are in conflict with the rules framed under S. 48(2)(oo). The result whereof will be that termination of the service of the appellant shall not be deemed to be a

"retrenchment" with the meaning of S. 2(oo), even sub-sec. (bb) had not been introduced in the said section. Once S. 2(oo) is not attracted, there is no question of application of S. 25 F. on the basis of which the termination of the service of the appellant can be held to be invalid. The termination of the service of the appellant can be held to be invalid. The termination of the service of the appellant during the period of probation is in terms of the order of appointment read with regulation 14 of the Regulations, which shall be deemed to be now Rules u/s. 48(2)(oo) of the Corporation Act."

17. In view of this observation made by the Hon'ble Apex Court, the Ld. representative for the Corporation has contended that this Tribunal has got no jurisdiction since the provisions of the Ld Act are not applicable to the instant case. But the Ld. representative could not be able to show whether the workman was appointed by the Corporation under any of its rules which is in conflict with the provision of the Ld Act. Hence, the facts of the referred to decision have no resemblance with the present case.

18. I have also carefully gone through the decisions (1997) 8 SCC 461 and AIR 1982 SC 1126, but their facts are dissimilar with the facts of the case on hand and the Ld. representative for the Corporation does not find any assistance from them.

19. In this context, I may refer here to the decision of the Hon'ble Supreme Court rendered in the case Special Leave Petition (C) No. 974/1992, The National Life Insurance Employees Association v. LIC of India & Others which lays down the controversy at rest and the observation of the Hon'ble Court may be usefully quoted as below:—

"Mr. Rao for respondents relied upon the decision of this Court in A.V. Nachane & Anr. Vs. Union of India & Anr. (1982) (2) SCR 246 to contend that since the rules are made on the subject, the Industrial Disputes Act will not be applicable to the present dispute raised by the petitioner. We are of the view that the observations made in the case cited by Shri Rao have been made in connection with the subject matter covered by the rules. They have no application to the present dispute which relates to the violation of the rules made on the subject. Hence the adjudicating machinery under the Industrial Dispute Act will have jurisdiction over the present dispute."

20. In the light of this decision of the Hon'ble Apex Court supra, this Tribunal can proceed to deal with the matters arising under the ID Act.

Relief

21. On the basis of the aforesaid analysis, it is concluded that the workman is entitled to no relief and his claim deserves to be rejected.

22. In the result, the reference is answered in the negative against the workman and in favour of the Corporation and it is held that the action of the Corporation

in terminating the service of the workman is legal, proper and just. An award is passed in these terms accordingly.

23. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 7 मार्च, 2005

का.आ. 1212.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 54/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-03-2005 को प्राप्त हुआ था।

[सं. एल-12012/88/2003-आई.आर. (बी. II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 7th March, 2005

S.O. 1212.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 54/2003) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the management of Punjab National Bank and their workmen, received by the Central Government on 7-3-2005.

[No. L-12012/88/2003-IR (B-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CGIT-54/2003

Reference No. L-12012/88/2003-(IR (B-II))

Sh. Anil Kumar Jain,
S/o Sh. Ratan Lal Jain,
Mohalla-Titora Scheme,
No. 2, Near Market,
Alwar (Raj.)

.....Applicant

versus

1. Chief Managing Director,
Punjab National Bank,
7, Bhikaji Kama Place,
New Delhi.

2. Zonal Manager,
Punjab National Bank,
Nehru Place, Tonk Road,
Jaipur.

3. Senior Manager,
Punjab National Bank,
Manu Marg, Alwar.

.....Non-applicants

PRESENT:

Presiding Officer: Sh. R.C. Sharma
For the applicant : Sh. Suresh Kashyap
For the non-applicant : Sh. Rajendra Arora &
Sh. S. C. Jain
Date of award : 8-02-2005

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of Sub-sections 1 to Section 10 of the Industrial Disputes Act, 1947 (herein after referred to as the 'Act') has referred the following industrial dispute for adjudication to this Tribunal which runs as under:—

"Whether the action of the management of Punjab National Bank in terminating the services of Shri Anil Kumar Jain, S/o Shri Rattan Lal Jain, Deposit Collector w.e.f. 3-7-1989 is legal and justified? If not, what relief is the disputant entitled to?"

2. The workman in his statement of claim has pleaded that he was employed as a mini deposit representative on 9-5-77 in Punjab National Bank at Alwar, whose duties were to visit the customers' houses and working places and to give incentive to them on behalf of the bank for opening the new accounts and to collect the amount and deposit them in the bank. These duties were of the perennial nature and he had to perform his work from 10.00 hours to 15.00 hours in the bank, where he had to make the entries into the registers and to prepare the concerned record. Thereafter he used to proceed for collection of the fund from the customers and he performed his duties about 12 hours a day. But the Senior Manager, Alwar declined him to open the new accounts w.e.f. 3-7-89. He has further averred that he had continuously worked for more than 240 days, whose service was terminated in violation of Section 25-F of the Act. He had urged that his termination order be declared as unjustified and illegal and he be reinstated in the service with backwages.

3. Resisting the claim of the workmen, the non-applicants in their written counter have averred that in pursuance of the mini deposit scheme an agreement was entered into between the bank and Anil Kumar on 13-5-77. But subsequently the scheme was found unusul and in the year 1989, the opening of the new accounts was prohibited. The workman was intimated by the bank vide its letter dated 3-7-89 (Ex. M-2). Aggrieved with it, the workman instituted a suit before the Court of Munsif, Alwar, which was dismissed vide its judgment dated 20-11-89 Ex. M-3. They have further stated that w.e.f. 23-7-92 the scheme was completely closed. They have alleged that the workman has raised an industrial dispute after the lapse of 13 years which is not maintainable on account of delay and laches.

4. On the pleadings of both the parties, the following points for determination were framed:—

- I. Whether the workman was appointed as Mini Deposit Representative by the Non-applicant Bank on 9-5-77, whose duties were of the perennial nature and who continuously worked up to 3-7-89? BOA
- II. Whether the service of the workman was terminated w.e.f. 3-7-89 in violation of the provision contained under Section 25-F of the Act and Rule 77 of the Central Industrial Rules, 1957? BOA
- III. Whether on account of raising the dispute belatedly the claim of the workman is liable to be rejected? BOA

IV. Relief, if any?

5. In the evidence, the affidavit of workman Sh. Anil Kumar submitted, who was cross-examined on behalf of the non-applicants. On behalf of the non-applicants, counter-affidavit of MW-1, Sh. Motilal Shakyawar, the officer, was placed on the record, who was cross-examined on behalf of the workman. Both the parties have also led the documentary evidence.

6. I have heard both the parties and have gone through the record. The point-wise discussion follows as under :—

Point Nos. I & II

7. Since both these points involve the identical facts, these are being discussed together as hereunder.

8. These facts are not in dispute that the workman was engaged as a commission agent on 9-5-77 by the bank under the mini deposit scheme. An agreement Ex. W-45 was executed between both the parties and the appointment letter Annexure I was issued in favour of the workman whereby he was required to visit the residences or places of work of mini deposit account holders for the discharge of his duties and to deposit with the bank all the collections made by him on any day from the mini deposit account holder by the next following working day. A condition was laid down that he will be paid the commission of 2.5 per cent on the deposits collected by him. It is further undisputed that the workman continued to work in this capacity till 3-7-89. It is also an admitted fact that on 3-7-89 the claimant was forbidden to open the new accounts.

9. The Ld. representative for the workman contends that the workman had worked from 9-5-77 to 3-7-89 as a mini deposit collector who continuously worked up to 3-7-89, but w.e.f. this date he was declined to open the new accounts. His further submission is that the claimant is a workman within the purview of Section 2-S of the Act, who was allotted the work of opening the new accounts by the bank and was paid the wages in the form of commission. The Ld. representative in support of his submission has relied upon (2001) 3 SCC 36.

10. Per contra, the Ld. representative for the non-applicants submits that the duty of the workman was to enhance the collection under the mini deposit scheme for which he was paid the commission and as such he was not a workman and no relationship of employer and employee between them ever existed. The Ld. representative further submits that he was engaged as mini deposit collector on contract basis and was never appointed. He had to collect the amount from the individuals from their residences or business places. He was paid the amount of commission which was not fixed. His submission is that in view of the agreement executed between the parties, the claimant is an agent to the bank and there is no relationship of principal and agent between the two.

11. I have bestowed my thoughtful consideration to the rival contentions and have carefully gone through the judicial pronouncements cited before me.

12. Section 2(s) of the Act lays down as under :—

“Workman means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, include any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment had led to that dispute.....”

13. The evidence brought on the record on behalf of the workman on this point is that his duties were to give incentives to the customers to open the new accounts and to enhance the collection under the mini deposit scheme by visiting their houses and work places and to collect the funds and deposit them in the bank. He has further stated in his affidavit that as a part of duties he had to prepare the record of the funds by working in the bank from 10 am to 3 pm and he performed all the duties of the same kind to that of a regular employee of the bank. His deposition is further fortified from the agreement Ex. W-45 and appointment letter Annexure I which describe his duties to endeavour to promote and enhance the collections of the scheme and prescribe even his conduct in his dealings with the bank customers while discharging his duties.

14. Thus, it flows from the aforesaid evidence, oral as well as documentary, adduced on the record that the disputant has to work from 10 am to 3 pm in the bank and besides these working hours, he was devoting his time for enhancement of the collection and for collecting the deposits for promoting the business thereof. Thus, he was obviously working under the direct control and supervision of the bank for its benefit on payment of the fixed commission accruing on the collected funds and was performing the duties of the similar kind to that of a regular employee of the bank. Therefore, the position of the workman which emerges out from the aforesaid facts is equivalent to that of regular employee of the bank.

15. On account of the aforesaid grounds, the evident relationship which existed between them is that of an employer and employee. Thus, even on the basis of the duties assigned to the workman vide agreement Ex. W-45 and the appointment letter, Annexure I, the relationship between the two appears to that of an employer and employee contrary to the relationship of principal and agent. As such, the claimant has succeeded in establishing the fact that he is a workman as defined under Section 2-S of the Act. The working tenure of the workman from 9-5-77 to 3-7-89 could not be disputed on behalf of the bank and it is, therefore, clear that the workman in the preceding calendar year to his termination had completed over 240 days of actual service under the employment of the bank.

16. It has been disclosed on behalf of the non-applicants that the workman was declined to open the new accounts vide letter of the bank dated 3-7-89 and thereafter neither

he acted on behalf of the bank nor he was expected to do so. It leads to infer that the workman was prohibited to perform the major part of his duties and his exclusion from opening the new accounts and promoting the enhancement of the collection under the scheme tantamounts to the termination of his employment since the date he was declined to act as such. Thus, the refusal by the bank to the workman for opening the new accounts can safely be termed as his termination from employment.

17. The Id. representative for the workman in support of his contention has invited my attention towards (2001) 3SCC36 wherein the Hon'ble Apex Court on the similar facts has affirmed the findings of the Tribunal that the deposit collectors are workman within the purview of Section 2 (s) of the Act and that the commission received by the deposit collectors is nothing else but wage, which is dependent on the productivity. It has been further held by the Hon'ble Court that the commission is paid for promoting the business of the bank. The facts of the referred to case are squarely applicable to the case at hand and the judgment supra fortifies the submission advanced on behalf of the workman. Thus, it is concluded that the bank has acted in contravention of the provision under Section 25-F of the Act.

18. For the foregoing reasons, both these points are decided in favour of the workman and against the bank.

Point No. III

19. The Id. representative for the non-applicants submit that the workman has challenged his termination before the Civil Court, where he lost his case vide judgment dated 20-11-89 Ex. M-3 and no appeal was preferred against it and he has raised the industrial dispute after the lapse of 13 years which deserves to be rejected on this ground alone. The Id. representative in support of his submission has referred to 2000 (1) CLR SC 671 and has also placed before the Court a photostat copy of the order dated 7-5-2003 passed by the Hon'ble DB of the Rajasthan High Court in the matter of SB Civil Special Appeal No. 1095/2001 (Raghuvar v. Divisional Forest Officer & Anr.).

20. Countering the submission, the Id. representative for the workman contends that on the ground of the delay alone the claim of the workman cannot be rejected and he has drawn my attention towards the decisions reported in RLR 2002 (2) 336, 2001 (90) LLR SC 754, 1 LLJ 1999 SC 1261 & has contended that in these cases despite the delay of long years the claim was granted to the concerned workmen.

21. I have given my anxious consideration to the rival contentions and have carefully gone through the decisions referred to before me.

22. In 2000 (1) CLR SC 671, relied upon by the Id. representative for the bank, the workman raised his dispute after a lapse of 7 years on the ground that two other employees in similar situation were reinstated. The Government made a reference of the dispute as to whether the dismissal of the workman was justified. In writ petition filed by the employer, the Hon'ble Single Judge quashed the reference but the Hon'ble DB in the appeal set aside

the said order. The Hon'ble Apex Court while allowing the appeal of the employer has held that "at the time reference was a made no industrial dispute existed or could be said to have been apprehended. A dispute which is stale could not be the subject matter of the reference under Section 10 of the Act. As to when a dispute can be said to be stale would depend on the facts and circumstances of the case".

23. The another decision relied upon by the Id. representative for the non-applicants is Raghuvar v. Divisional Forest Officer & Anr. rendered by the Hon'ble DB of Rajasthan High Court in this case, the Hon'ble Single Bench on consideration of the facts that the workman had not made any complaint against the termination of services and engaged himself in his own work, raised the industrial dispute after 8 years and the delay could not be explained by him, declined any relief to him. The Hon'ble DB of the Rajasthan High Court following the observation made by the Hon'ble Apex Court in the case of Balbir Singh v. Punjab Roadways & Anr. and Ajaib Singh v. Sirhind Cooperative Marketing-cum-Processing Service Society Ltd. and Anr. has affirmed the conclusion of the Hon'ble Single Judge. It is thus disclosed that in this case, there was a delay of 8 years, which remained unexplained on the part of the workman.

24. As against it, the Id. representative for the workman has taken me through the following decisions in support of his submission :—

25. In 2001 (90) FLR SC 754, the workman kept silence for a period 15 years in raising the dispute. The Hon'ble Apex Court on the issue of delay has observed as below :—

"There are cases in which lapse of time had caused fading or even eclipse of the dispute. If nobody had kept the dispute alive during the long interval it is reasonably possible to conclude in a particular case that the dispute ceased to exist after some time. But when the dispute remained alive though not galvanized by the workmen or the Union on account of other justified reasons it does not cause the dispute to wane into total eclipse. Of course, the long delay for making the adjudication could be considered by the adjudicating authorities while moulding its reliefs. That is a different matter altogether."

26. The aforesaid observation of the Hon'ble Supreme Court has been followed by the Hon'ble Rajasthan High Court in RLR 2002 (2) 336 wherein the dispute was raised after the lapse of 11 years. The Government had refused to make the reference simply on the ground of delay and the writ petition filed by the workman was dismissed by the Hon'ble Single Judge. But the Hon'ble DB has held that the dispute does not cease to exist and the reference ought not to have been declined merely on the ground of delay.

27. The last case referred to on behalf of the workman is 1 LLJ 1999 SC 1261. In this case, too, there was a delay of 7 years in raising the industrial dispute by the workman and the Hon'ble Apex Court has held that on account of the admitted delay the Labour Court ought to

have moulded the relief by denying the workman some part of the back-wages.

28. In the light of the aforequoted decisions referred to by both the parties, it is to be ascertained as to whether the workman has been able to render a satisfactory explanation of belatedly raising the industrial dispute after a lapse of 13 years.

29. Admittedly, on 3-7-89, the workman was declined to open the new accounts and the non-applicants in their written counter have stated that the workman continued to collect the funds of the old accounts till 3rd July, 1992. It clearly goes to show that the workman was working with the bank upto 3-7-1992. The workman in order to explain the delay has submitted a series of his letters, addressed to the bank authorities in relation to his termination. It appears that after declining the workman to open the new accounts w.e.f. 3-7-89, he had addressed the letters Ex. W-39, W-40 & W-41 to the Bank Manager for permitting him to continue the opening of the new accounts. On complete disengagement w.e.f. 23-7-92, he had written letters to the bank authorities and in this connection it appears that a letter Ex. W-37 was addressed to the Finance Minister, Government of India on 12-1-93. Thereafter, the workman in the years 1994, 1995, 1997, 1998 and lastly on 30-3-99 had addressed the letters to the bank authorities in the context. The letters could not be denied on behalf of the bank. This leads to infer that the workman was continuously persuading the bank authorities to take him back into the service after his termination. On these facts, it appears that the workman has endeavoured to render an explanation of the delay caused in raising the industrial dispute. Moreover, following the observation made by the Hon'ble Apex Court, the relief to the workman can appropriately be moulded by considering on the issue of grant of the back-wages on facts and circumstances of the instant case. In this manner, this point is decided against the non-applicants and in favour of the workman.

Relief

30. For the foregoing reasons, the claim of the workman deserves to be allowed. I have also considered on the aspect of granting the back-wages to the workman. Looking to the factum that the workman has nowhere even pleaded that he is out of employment since his disengagement from the service as well as the fact of belatedly raising the industrial dispute, he does not deserve for the grant of the back-wages.

31. Consequently, the reference is answered in the affirmative in favour of the workman and against the non-applicant bank and it is held that the action of the non-applicant bank in terminating the services of the workman is illegal and unjustified. He is entitled to be reinstated into the service with its continuity. But no back-wages would be admissible to him. An award is passed in these terms accordingly.

32. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 7 मार्च, 2005

का. आ. 1213.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दिल्ली कैंट बोर्ड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं० II, नई दिल्ली के पंचाट (संदर्भ संख्या 132/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-3-2005 को प्राप्त हुआ था।

[सं. एल-13011/4/97-आई आर (डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 7th March, 2005

S.O. 1213.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 132/98) of the Central Government Industrial Tribunal/Labour Court, No: II, New Delhi, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Delhi Cantt. Board and their workman, which was received by the Central Government on 7-3-2005.

[No. L-13011/4/97-IR (DU)]

KULDIPRAI VERMA, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER ; CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Presiding Officer : R.N. RAI, I.D. No. 132/1998

IN THE MATTER OF:

Sh. Balwan Singh,
C/o The General Secretary,
Delhi Chhawani Karamchhari Union,
Delhi Cantt. Board Office, Sadar Bazar,
Delhi Cantt., New Delhi-110010.

Versus

The Secretary,
Delhi Cantt. Board,
Delhi Cantt., New Delhi-110010.

AWARD

The Ministry of Labour by its letter No. L-13011/4/97-IR(DU) Central Government Dt. 28-05-1998 has referred the following point for adjudication.

The point runs as hereunder —

"Whether the demand of the Delhi Chhawani Board Karamchhari Union for acceptance of the request for withdrawal of resignation of Shri Balwan Singh, ex-malaria mazdoor is legal and justified? If so, what relief the workman is entitled to."

The Union has filed statement of claim on behalf of the workman. In the statement of claim, it has been stated that the workman Shri Balwan Singh S/o Shri Hira Singh, R/o V-30, Old Nangal, Delhi Cantonment is a member of the Delhi Chhawani Board Karamchhari Union and is hereinafter referred to as the workman. He has an uninterrupted and unblemished record of services to his credit with the management i.e. Delhi Cantonment Board after having performed his duties to the satisfaction of his superiors.

That the said workman was appointed as a Malaria Mazdoor by the management vide letter No. DCB/12/VI/A/MM dt. December 31, 1984. Pursuant to the said letter of appointment the said workman has been in the service of the management since 3-1-1985. The said workman was subsequently confirmed on the said post on 18-12-1987 from the date of his initial appointment. That the said workman however, decided to contest the elections for the post of Member of the Board of the Delhi Cantonment Board scheduled for 2-2-1997, from a particular party. Therefore, the said workman tendered his resignation dt. 1-1-1997 received by the management on 2-1-1997. It was duly prayed that resignation letter that his resignation be accepted from 3-4-1997, thereby giving the management a three months' notice. As the said workman would still continue to be in the service of the management till 3-4-1997, he would have applied for permission as required under the rules to stand for the elections.

That the resignation of the said workman was therefore accepted w.e.f. 3-4-1997 by the management vide letter dt. 3-1-1997 bearing No. DCB/12/VI/MM/BS and the concerned workman continued in the employment of the management. That however the concerned workman did not get the ticket from his party to contest the elections and even otherwise he did not want to contest the elections any more. Therefore, the said workman vide letter dt. 9-1-1997 to the management withdrew his resignation stating there in that since his circumstances had changed, he wished to withdraw his resignation. The management vide letter dt. 15-1-1997 bearing No. DCB/12/VI/MM/BS issued by Mr. Rajeev Sharma, Cantonment Executive Officer, responded stating therein that the request of the said workman for the withdrawal of his resignation was under consideration and the decision as per rules shall be taken and communicated to him. However no such communication was received by the said workman and neither was any order according to the rules passed. It is submitted that the said workman was neither allowed perform his duties despite the said workman presenting himself for work on numerous occasions.

That the said workman thereafter went to the management on a number of occasions and requested them, both in writing as well as orally, to take him back but the management kept ignoring the requests of the workman and has till date not passed any order regarding the letter dt. 9-1-1997 submitted by the said workman. That the workman despite various reminders and requests has not been allowed to resume his duty. That the respondent management is otherwise also well known for its anti labour and arbitrary policies. The said workman is a victim of one such policy of the management which has resulted in the workman being unemployed today and dependent on the largesse of his extended family members for even his and his families two square meals. The workman since January 1997 is unemployed and is not gainfully employed due to the arbitrary and unfair labour practices of the management.

That the said action of the management amounts to unfair labour practice and is also violative of Articles 14, 21 and 39 of the Constitution of India. It is submitted that whereas other employees have been allowed to withdraw their resignations on a number of other occasions, however the concerned workman is not being allowed to do so. The respondent management cannot be allowed to adopt a pick and choose policy. It is submitted that the action of the management is not governed by the rule of the law, but due to extraneous circumstances aimed at victimizing the said workman as he belongs to the Delhi Chawani Karamchari Union and that he "dared" to even think of contesting the elections. It has to be remembered that the management is "state" within the definition of Article 12 of the Constitution of India and, therefore, unlike any other employer has greater responsibility towards its employees. The said act on part of the management respondent is also not in consonance with various Supreme Court judgments, wherein the Government has been time and again called upon to be a "model employer" and not to indulge in any unfair labour practice and the exploitation of the labour. The action of the management is in violation of the Central Civil Services (Pension) Rules, 1972 specifically Rule 26 wherein it is specifically stated that ordinarily the employees has to be allowed to withdraw his resignation if he so desires.

That the above action of the management is wholly illegal, bad, unjust and malafide and amounts to exploitation of the labour and unfair labour practice.

The management has filed written statement. In the written statement, it has been stated that the terms of reference i.e. validity of demand of the workman of withdrawal of his resignation cannot be adjudicated and decided by this Hon'ble Tribunal as there are several disputed facts which are required to be proved by leading evidences by strictly adhering to the Evidence Act. Thus the dispute as referred can only be decided by a competent Civil Court and this Hon'ble Tribunal has no jurisdiction to decide the matter.

That the workman has not come to the Hon'ble Tribunal with clean hands and has suppressed, concealed material facts from this Hon'ble Tribunal. The workman has concealed the fact of his contesting election on 2-2-1997 and of being declared unsuccessful in the said election. The workman has not only concealed this fact but is every trying to mislead this Hon'ble Tribunal by pleading falsely in Para 6 of the statement of claim that he sought the withdrawal of his resignation as he did not want to contest the election. The said statement is false and contradictory to the letter of the workman dt. 7-3-1997 which has been filed by the workman himself as annexure No. 1 in his list of document filed before this Hon'ble Tribunal. The contents of the said letter clearly shows that workman had contented the elections of the Board and was declared unsuccessful (copies of the election result only signed by the returning officer is being attached herewith as annexure 1). Thus the workman has made false statement before this Hon'ble Tribunal and therefore the management request this Hon'ble

Tribunal to take *suo-moto* action against the workman by referring the matter to competent Criminal Court under Section 340 Cr. P. C. for criminal prosecution of the workman for making false statement. The management also request to discuss the claim of the workman in view of settled principle of Law and ruling of Supreme Court. That one who has not approached the Court with clean hands and has suppressed material facts is not entitled to any relief and he must be thrown out of the Court.

It is correct that the said workman decided to contest the election schedule for 2-2-1997 and thus tendered his resignation on 1-1-997 which was accepted on 3-1-1997 and was accordingly informed also. That as far as the effective date of withdrawal as projected to be 3-4-1997 is concerned firstly the documents relating to the date on which the resignation to be effective seems to be tempered for which the management reserves its rights to take appropriate actions against the guilty officials after proper enquiry and investigation of the matter. Secondly even if it is considered that the workman had given the effective date of resignation to be 3-4-1997 that cannot be accepted since the workman had tendered his resignation on 1-1-997 for contesting the elections to be held on 2-2-1997 and as per election rules and the Cantonment Fund Servants Rules the person holding a post of profit cannot contest an election and thus since the workman had contest the election on 2-2-1997 therefore, for all legal & other purposes his resignation deemed to be effective from the date prior to 2-2-1997 and that date was his tendering of resignation i.e. 1-1-1997. It is further submitted that as per the settled principle of Law the resignation is deemed to be accepted unless the same is refused or withdrawn within the statutory period of notice, and in the present case since the workman had to contest the election on 2-2-1997 he could not have given notice of statutory period of 3 months and thus the notice as tendered shall be deemed to have waived the required statutory period of notice. It is further submitted that the workman after his defeat in the elections wants to come back to the services which cannot be allowed as the same is not permissible under the rules and this plea is supported by the view of Supreme Court in the famous case of Sh. R.K. Dhawan wherein it was held that a person cannot contest the election while holding a post of profit. The allegation of the workman that he was still in service till 3-4-1997 is not tenable and is thus denied to be wrong and false.

It is wrong to suggest that the resignation of the said workman was accepted w.e.f 3-4-1997 by the management and the concerned workman continued to be in the employment of the management in view of the submission made in para *supra* and the same may be read as part of the reply of this para also as the same are not repeated herewith for sake of brevity. It is denied that workman did not to want contest the election. As already submitted that workman contested the election held on 2-2-1997 and was declared unsuccessful. The management again requested this Hon'ble Tribunal to take appropriate action against the workman for making wrong and false statement before this Hon'ble Tribunal.

As already submitted that since he contested the election on 2-2-1997 he cannot be deemed to be in service on that date and therefore there was no occasion to consider his resignation or withdrawal which was accepted on 3-1-1997 with effect from same date. The contents of paras *supra* may also be read as part and parcel of this para which are not repeated for the sake of brevity.

It is denied that the respondent management is known for its anti labour policies as alleged, it is further denied that the workman is unemployed since January, 1997 as alleged. The whole of the para is wrong, false and baseless and is therefore denied *in toto*. It is denied that the action of the management amounts to unfair labour practice and is also violation of Article 14, 21 and 39 of the Constitution of India as alleged. It is submitted that the intention, planning and concealment of the workman becomes crystal clear from the perusal of the para wherein the whole stress of the workman is to allow a person to tender resignation and then left him contest the election and if he is declared defeated that he be allowed to come back, withdraw his resignation and resume his duties but this is against the settled law of land that a person cannot contest an election while holding a office profit. Thus in view of this settled principle of law, whole of the allegation of workman has no significance and have been made with the *mala fide* intention to obtain sympathy of the Hon'ble Tribunal. The whole of the para may be treated to be denied emphatically by the management.

It is submitted that the action of the management is as per law and Rules laid down under the relevant Acts and rules and the Judgements of Supreme Court. It is however, submitted that the contents of representation/demand notice dt. 7-3-1997 sent by the workman and filed by the workman in the Hon'ble Tribunal clearly show that workman has admitted of contesting election on 2-2-1997 and his defeat where as in the statement of claim he has projected as if he did not contest the election which amounts to giving false statement before a Court.

The workman applicant has filed rejoinder. In his rejoinder he has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement. It has been submitted that the workman did not resign w.e.f. 03-01-1997 and he has given application on 09-01-1997 for withdrawal of his application. The effective date of his resignation was 03-04-1997.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on record.

It was submitted by the workman applicant that he moved an application on 01-01-1997 and in the application he requested the respondents to accept his resignation from 03-04-1997 and has sought for permission to contest election. The management has filed letter dated 03-01-1997. From the perusal of the letter it transpires that resignation from the post of Malaria Mazdoor has been accepted w.e.f. 03-01-1997. Copies of this letter

have been sent to Office Superintendent, the Accountants and Sanitary Department. It was further submitted from the side of the workman that his resignation letter was accepted wrongly w.e.f. 03-01-1997 as the effective date of his resignation is 03-04-1997.

The management on 03-01-1997 issued a corrigendum/correction regarding the acceptance of the resignation of the workman applicant. It has been mentioned in this letter that the date of acceptance of resignation has been inadvertently mentioned as 03-01-1997 whereas applicant has mentioned the date w.e.f. 03-04-1997. Therefore, the effective date be read as 03-04-1997. A copy of this letter has been sent to Office Superintendent and to Accountant and to Sanitary Department for carrying out necessary corrections. From this letter it becomes vivid that the respondents have withdrawn the acceptance of resignation dated 03-01-1997 and a corrigendum has been issued and effective date of resignation has been accepted as 03-04-1997. It implies that the resignation letter of the workman applicant was accepted on 03-01-1997 without taking into account the effective date of his resignation so for wrong acceptance of resignation letter from 03-01-1997 a corrigendum was issued and it is quite obvious from the corrigendum that the respondents have admitted that the effective date of resignation is 03-04-1997 and it has been inadvertently accepted on 03-01-1997. It implies that the order dated 03-01-1997 regarding the acceptance of the resignation letter with effect from 03-01-1997 has been corrected and the effective date of resignation letter i.e. 03-04-1997 has been admitted by the respondents. It was submitted from the side of the workman applicant that his resignation letter has not been accepted so far and he has not been relieved of his duties.

It was further submitted from the side of the workman applicant that he moved an application on 09-01-1997 in that application he has mentioned that he submitted resignation letter in a hurry and he did not want to give resignation. He is of Other Backward Class and he has served the respondents for 12 years and he has further requested that he should be taken on duty.

The respondents have passed an order on the aforesaid letter on 15-01-1997 and the following order was passed on 15-01-1997.

Sub : Withdrawal of resignation

"Reference to your letter dated 09-01-1997. Your request of withdrawal of resignation before the expiry of notice is being examined. The decision will be communicated as per rules accordingly."

This paper has been admitted by both the parties. It implies from this letter that the letter of withdrawal of resignation before the expiry of notice was being examined by the respondents and the respondents will communicate to the workman applicant as per the rules but no communication has been made to the workman applicant. It establishes the fact that the letter of withdrawal of the workman applicant is pending with the respondents and they have passed no order as per the

rules and the same has not been communicated to the workman applicant.

It was further submitted that the workman witness has admitted in cross-examination that the workman applicant subsequent to his resignation letter was never relieved of his duties.

It was submitted from the side of the management that the workman applicant contested the election. Photocopy of election result dated 02-02-1997, Delhi Cantonment has been filed with the record and this shows that the workman applicant has been allotted symbol two Swords and Shield and he has secured 684 votes. It was submitted from the side of the management that the workman applicant has contested the election and when he was declared un-successful he has filed letter for withdrawal of his resignation. There is no force in such arguments of the respondents as the letter of withdrawal of resignation was admittedly filed on 09-01-1997 whereas the result was announced on 02-02-1997. The workman applicant has withdrawn his letter on 09-01-1997 prior to the declaration of the result.

From the above it becomes quite clear that the management has not passed any order on the resignation letter of the workman applicant and on the letter of withdrawal of resignation of the workman applicant. On 03-01-1997 the acceptance of resignation letter has been corrected. As such the resignation letter of the workman applicant has not been accepted so far and no order on the letter of withdrawal of resignation has been passed by the management so far. The management has been keeping silent and the management has not passed order either accepting the resignation or permitting the withdrawal of resignation. The workman has not been relieved of his duties.

The workman applicant in his cross-examination has stated that his name was mentioned on the Ballot Papers. He has withdrawn his nomination from election on 09-10-1997. He has also stated in his cross-examination that he did not contest the election. No letter of withdrawal is on the record so it cannot be said that he has withdrawn from contesting the election. The management witness has also admitted in his cross-examination that he did not know whether the employee is relieved after resignation or not. According to one record the employee was never relieved from his duties. From this admission of the management witness it becomes crystal clear that the workman applicant has not been relieved of his duties. The management witness has also admitted "it is true that if an employee withdraws his resignation within three months of submission of resignation he will be taken on duty." The management witness in his cross-examination has admitted that resignation letter can be withdrawn within three months and the workman applicant can be taken on duty but the respondents have neither accepted the resignation letter nor rejected it. Virtually no order has been passed on the resignation letter or on the letter of withdrawal of resignation letter. This silence on the part of management amounts to unfair labour practice. The management should have conducted an inquiry whether the workman applicant

has contested the election or not. It is the assertion of the workman applicant that he did not contest election, as he did not get ticket from Congress. Contesting or non-contesting election is a matter of fact and an inquiry should be held by the respondents in that regard and if the workman applicant is found contesting election, in that case appropriate punishment should be awarded by the respondents. It is settled law that a person holding a post of profit cannot contest election. If he does so his election can be declared void. My attention was drawn to the case of Shri R. K. Dhawan wherein the Hon'ble Supreme Court has held that a person cannot contest elections while holding a post of profit but the case law has not been cited so it cannot be ascertained as to what will be result of a person contesting election while holding a post of profit.

It was further submitted from the side of the management that evidence is required in this case so Civil Court has jurisdiction. The workman applicant is admittedly a workman and the respondent is an industry so Civil Court will have no jurisdiction. It is of course true that evidence is required to ascertain whether the workman has contested the election or not. He has obtained 684 votes. The management ought to have conducted inquiry and found out the fact whether the workman applicant has contested election or not and should have taken appropriate action in case it is found that the workman applicant has contested election while holding the post of profit.

It was submitted from the side of the workman applicant that the argument, that no person holding the post of profit can contest election does not apply to the present case. The argument could have been used to disqualify the workman from contesting the election but does not apply to the present case concerning the withdrawal of resignation.

It is quite obvious from the citation by the Hon'ble Supreme Court referred to that a person holding a profitable post cannot contest election and if such person contests election while holding profitable post his election may be cancelled and the department may also proceed against him. The department has not proceeded against the workman applicant in this respect. The department should have held an inquiry and should have taken appropriate action in case he has contested election. In the circumstances contesting of election by the workman is a matter of fact and domestic inquiry should have been held by the management and appropriate action should have been taken as per the rules. No such action has been taken so far and his resignation letter has not been accepted.

It was further submitted from the side of the workman applicant that contesting or non-contesting election is a matter of fact and it can be proved by holding a departmental inquiry. In this case so far no departmental inquiry has been held. In case the workman applicant is found to have contested the election the respondents should have taken action as per rules. In case it is found that he has not contested the election in that case no punishment can be inflicted on him.

It is further submitted that the workman applicant has specifically mentioned in Para 9 that the other employees have been allowed to withdraw their resignation on a number of other occasions. The management cannot be allowed to adopt pick and choose policy. It was further submitted that the management is a State within the definition of Article 12 of the Constitution of India. It is a greater responsibility and it should be a Model Employer. My attention was drawn to reply of Para 9. In reply of Para 9 it has not been specifically stated that no person in the similar circumstances has been permitted to withdraw resignation. It has been evasively denied.

It was further submitted that contesting election while holding post of profit is misconduct. If the workman applicant has committed this misconduct he should be punished. This fact can be proved after holding inquiry. In case the workman applicant asserts that he has not contested the election, as he did not get ticket from the Party from which he wanted to get ticket an inquiry should be held. However, contesting or non-contesting of the election is a matter of fact and in such circumstances an inquiry is a must. The respondents have held no such inquiry so far. The resignation letter of the workman applicant has not been either accepted or rejected as mentioned above, the respondents are examining the letter of withdrawal of resignation filed by the workman applicant. There is absolutely no order regarding acceptance or rejection of the letter of resignation and the letter of withdrawal of resignation of the workman applicant. The management should have passed some order on the letters dated 01-01-1997 and 09-01-1997. The letter dated 01-01-1997 is regarding submission of resignation with effect from 03-04-1997. No order has been passed on this letter. The letter dated 09-01-1997 is regarding withdrawal of resignation letter. No order has been passed on this letter as well. In the circumstances it becomes quite obvious that no order has been passed regarding the acceptance or rejection of the resignation letter of the workman applicant. The management has not passed any order regarding the termination of services of the workman applicant. The management witness has admitted that he has not been relieved of his duties.

It was further submitted that as per Government of India's decision under Rule 26 of CCS (Pension Rules) applicable to the employee of Cantonment Board in *mutatis mutandis* "In case the resignation has been accepted by the appointing authority and Government servant is to be relieved from a future date, if any request for withdrawing the resignation is made by the Government servant before he is actually relieved of his duties, the normal principle may be to allow the request of the Government servant to withdraw his resignation". According to this principle he should have been permitted to withdraw his resignation.

The management/respondent has not passed any order on letter of resignation and letter of withdrawal of resignation; as such the matter regarding resignation is so far pending. The respondents are statutory bodies and the order should be passed in writing either rejecting or accepting the resignation and an inquiry should have

been held in this matter and appropriate action should have been taken. Without fact finding inquiry it cannot be said that the workman applicant has contested the election and it also cannot be held that he has not contested the election in the present case. No order has been passed regarding the termination of the services of the workman applicant. He has not been relieved of his duties by any written order. The management has simply been keeping silence. Since no order has been passed on the resignation letter or on the letter of withdrawal as such the workman applicant shall be deemed to be in service until his resignation is accepted. His resignation was accepted on 03-01-1997 but the same was corrected by corrigendum referred to above, as such the resignation letter was not accepted on 03-01-1997. He sent letter admittedly on 09-01-1997 for withdrawal of his resignation but no order has been passed so far even on this letter. He was informed that his letter was being examined and he would be communicated regarding the result as per the rules but no such communication has been made so far. In the circumstances the workman applicant shall be deemed to be in service prior to 03-01-1997.

It was further submitted that even if he has found to have contested the election a lesser punishment may be imposed on him but no punishment has been awarded to the workman applicant. He has been asked orally not to join and he has not been taken on duty. An employee shall be deemed to be in service until his services are terminated or his resignation letter is accepted.

In the circumstances the workman applicant shall be deemed to be in service until his resignation is accepted or rejected.

The reference is replied thus :

The demand of Delhi Cantonment Board Karamchari Union for acceptance of the request for withdrawal of resignation of Sh. Balwan Singh, ex Malaria Mazdoor is neither absolutely legal nor justified. However the workman applicant is re-stored to the post prior to submission of his letter of resignation i.e. 01-01-1997 with all the consequential benefits until appropriate order is passed on his resignation letter or withdrawal of resignation letter. However, the respondents are at liberty to hold an inquiry regarding the fact of his contesting or non-contesting the election and take appropriate action against the workman applicant as per the rules of the Cantonment Board.

The Award is given accordingly.

Date 04-03-2005.

R. N. RAI, Presiding Officer

नई दिल्ली, 11 मार्च, 2005

का. आ. 1214.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर रेलवे, बीकानेर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय/जयपुर के पंचाट (संदर्भ संख्या

सी.जी.आई.टी.-8/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-3-2005 को प्राप्त हुआ था।

[सं. एल-41012/162/2002-आईआर (बी-1)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 11th March, 2005

S.O. 1214.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-8/2003) of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Northern Railway, Bikaner and their workman, which was received by the Central Government on 10-3-2005.

[No. L-41012/162/2002-IR (B-I)]

B. M. DAVID, Under Secy.

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

प्रकरण संख्या : सीजीआईटी-8/2003

निर्देश संख्या : एल-41012/162/2002-आईआर (बी-1)

राजेन्द्र सिंह,
पुत्र श्री पृथ्वी सिंह,
द्वारा सचिव, रेलवे कैजुअल लेबर यूनियन,
नियर डागा स्कूल,
बीकानेर

.....प्रार्थी

बनाम

1. महाप्रबंधक,
उत्तर रेलवे मुख्यालय,
बड़ौदा हाउस,
नई दिल्ली
वर्तमान मुख्यालय उत्तर पश्चिम रेलवे,
पुरानी लोको एरिया,
जयपुर
2. मण्डल रेल प्रबंधक,
उत्तर रेलवे, बीकानेर
वर्तमान उत्तर पश्चिम रेलवे मंडल कार्यालय,
बीकानेर
3. मंडल कार्मिक अधिकारी,
उत्तर पश्चिम रेलवे (डिविजन ऑफिस),
बीकानेर
4. सहायक अभियंता,
उत्तर रेलवे वर्तमान उत्तर पश्चिम रेलवे,
बीकानेर

.....अप्रार्थीगण

उपस्थित

प्रार्थी की ओर से

अप्रार्थी की ओर से

पंचाट की तिथि

: श्री अरविंद सिंह सेंगर

: श्री बलविन्दर सिंह

: 11-02-2005

पंचाट

1. केन्द्र सरकार द्वारा धारा 10, औद्योगिक विवाद अधिनियम, 1947 (संक्षेप में अधिनियम) की उपधारा 2(क) व उपधारा 1 के खंड (घ) के प्रावधानों के अंतर्गत यह निदेश न्याय निर्णयन हेतु इस अधिकरण को संप्रेषित किया गया है, जो कि निम्न प्रकार से है।

“क्या कर्मचारी श्री राजेन्द्र सिंह पुत्र श्री पृथ्वी सिंह वाल्वमैन प्रबंधन मण्डल रेल प्रबंधक, उत्तर रेल बीकानेर एवं अन्य से दिनांक 01-11-1989 से 31-12-2001 तक 4 घंटे सेजाना ओवरटाईम भत्ता मय ब्याज प्राप्त करने का अधिकारी है या नहीं? अगर है, तो वह किस लाभ का हकदार है?”

2. श्रमिक द्वारा अपने वाद विवरण के अंतर्गत यह उल्लेख किया गया है कि वह खलासी/वाल्वमैन के पद पर लालगढ़ रेलवे स्टेशन पर कार्यरत है, जिसका वेतनमान दिनांक 1-1-1996 से रु. 2250-55-2660-60-3200 है। उसका यह कथन है कि दिनांक 1-11-1989 से दिनांक 31-3-2001 एवं आज तक वह निरंतर 12½ घंटे प्रतिदिन उक्त कार्य कर रहा है तथा उसे केवल साप्ताहिक विश्राम ही दिया जा रहा है। उससे 12 घंटे निरंतर कार्य लेकर उसके कार्य समय को ड्यूटी रजिस्टर में अंकित करते समय उसकी निष्क्रिय अवधि एवं विश्राम अवधि नहीं दर्शायी गई है। इस प्रकार उससे विपक्षी संस्थान द्वारा 4 घंटे प्रतिदिन का अतिरिक्त कार्य लिया गया है। श्रमिक ने धारा 130 (ख) रेल अधिनियम का उल्लेख करते हुए यह अंकित किया है कि उससे प्रतिदिन 12 घंटे के हिसाब से निरंतर सक्रिय शारीरिक कार्य लिया जा रहा है, जो उक्त प्रावधान के विपरीत है। इस आधार पर श्रमिक ने अतिरिक्त भत्ता उसे देय होना प्रकट किया है। उसके द्वारा यह अभिवचन भी अंकित किया गया है कि ड्यूटी रोस्टर में 12 घंटे कार्य दिवस में निष्क्रिय अवधि एवं विश्राम अवधि नहीं दर्शायी गई है। अतः उसके द्वारा वाद विवरण के साथ संलग्न तालिका में दर्शायी गई अतिरिक्त भत्ते की कुल राशि 1,59,899 रुपये दिखाये जाने की मांग की है।

3. विपक्षीगण ने अपने संयुक्त प्रतिवाद पत्र के अंतर्गत श्रमिक के क्लेम का विरोध करते हुए यह अंकित किया गया है कि एक वाल्वमैन के रूप में उसका कार्य समय रोस्टर के अनुसार 12, 12½, घंटे प्रतिदिन का है जिसके अनुसार ही उससे कार्य लिया जा रहा है। विवादित अवधि के अंतर्गत उससे निर्धारित घंटों की सीमा के अंदर ही कार्य लिया गया है तथा उसे निर्धारित साप्ताहिक विश्राम एवं समय-समय पर छुट्टियां दी गई हैं। उनका यह भी कथन है कि ई.आई. वर्गीकरण के अंतर्गत ड्यूटी रोस्टर में 12½ घंटे के अंतर्गत निष्क्रिय अवधि दर्शाने का कोई प्रावधान नहीं है। जिस पद पर श्रमिक कार्य कर रहा है उस पद का वर्गीकरण ई.आई. है जो कि भारतीय रेल अधिनियम की धारा 130(ख) में परिभाषित किया गया है। श्रमिक को सप्ताह में 5 दिन 12½ घंटे के हिसाब से कार्य करना पड़ता था तथा उसे 2 विश्राम के दिवस प्रदान किये जाते थे। कार्यप्रणाली को स्पष्ट करते हुए विपक्षीगण ने यह भी उल्लेख किया है कि जब प्रार्थी वाल्व को संचालित करता था तब वह सक्रिय रहता था लेकिन वाल्व संचालन के उपरांत पानी की आपूर्ति पूर्ण होने पर वाल्व बंद करने तक वह शारीरिक रूप से निष्क्रिय रहता था।

4. श्रमिक ने अपने प्रतिउत्तर में वाद पत्र में वर्णित तथ्यों को दोहराया है।

5. उक्त अभिवचनों के आधार पर निम्न विवाद बिन्दु बनाये गये :—

1. Whether the workman had performed his duties from 1-11-1989 to 31-12-2001 and till the date of filing his statement of claim i.e. 10-3-2003, 12 hours a day as a valveman and thus, has performed 4 hours overtime per day?

2. Whether the workman is entitled for claim as demanded by him?

6. साक्ष्य के अंतर्गत श्रमिक ने अपना शपथ पत्र प्रस्तुत किया है जिससे विपक्षीगण की ओर से प्रतिपरीक्षण किया गया। प्रतिवाद में एम. डब्ल्यू. 1 श्री ताराचंद गहलोत, कल्याण निरीक्षक एवं एम. डब्ल्यू. 2 श्री कैलाश चन्द्र श्रीमाली, कनिष्ठ अभियंता के प्रत्याशपथ पत्र प्रस्तुत हुए हैं, जिनसे श्रमिक की ओर से प्रतिपरीक्षण किया गया।

7. श्रमिक द्वारा देय अतिरिक्त भत्ता तालिका प्रस्तुत की गई है तथा विपक्षीगण की ओर से भी प्रलेखीय साक्ष्य प्रस्तुत की गई है।

8. हमने दोनों पक्षों को सुना तथा अभिलेख का अवलोकन किया गया।

9. विवाद बिन्दु संख्या 1 व 2 :—इन दोनों विवाद बिन्दुओं में अंतर्बलित तथ्य एक समान प्रकृति की होने के कारण उनकी एक साथ विवेचना की जा रही है।

10. विद्वान प्रतिनिधि श्रमिक द्वारा संकथन किया गया है कि श्रमिक की ड्यूटी 8 बजे प्रातः से 4 बजे सायंकाल तक थी किन्तु उससे 8 बजे रात्रि तक कार्य लिया गया तथा विपक्षी साक्षीगण ने इस तथ्य को अपने प्रतिपरीक्षण में स्वीकार किया है कि श्रमिक से 12½ घंटे प्रतिदिन सक्रिय ड्यूटी ली गई। विद्वान प्रतिनिधि का अग्रतर तर्क है कि इस प्रकार से श्रमिक से कार्य लिया जाना धारा 130(ख) भारतीय रेल अधिनियम के प्रावधान के विपरीत है तथा प्रतिदिन 4 घंटे के समयोपरि कार्य के लिए वह अतिरिक्त भत्ता प्राप्त करने का अधिकारी है।

11. इन तर्कों का विरोध करते हुए विद्वान प्रतिनिधि विपक्षीगण के तर्क हैं कि श्रमिक की प्रतिदिन ड्यूटी 12½ घंटे होती थी व सप्ताह में उसके 5 कार्य दिवस होते थे तथा उसकी ड्यूटी धारा 130(ख) व परिपत्र दिनांक 13-6-1974 के अनुरूप निर्धारित की गई है। उसके द्वारा समयोपरि अवधि में काम नहीं किया गया है। अतः वह समयोपरि भत्ता प्राप्त करने का अधिकारी नहीं है।

12. मैंने उक्त तर्क-वितर्क पर सावधानी पूर्वक विचार एवं मनन किया।

13. भारतीय रेल अधिनियम की धारा 130(ख) निम्न प्रकार से हैं :—

“130(ख)—रेल सेवक का नियोजन तब ‘आवश्यक रूप से आंतरायिक’ कहा जाता है जब वह विदित प्राधिकारी द्वारा इस आधार पर ऐसा घोषित कर दिया गया है कि रेल सेवक के काम के दैनिक घंटों के अंतर्गत बारह घंटे ड्यूटी के दौरान प्रसामान्यतः निष्क्रियता की (कम से कम एक घंटे से अन्यून एक ऐसी कालावधि या आध-आध घंटे से अन्यून दो ऐसी कालावधियों सहित) कुल मिलाकर पचास प्रतिशत या अधिक की (औसतन लगातार बहत्तर घंटे से अधिक की) ऐसी कालावधियाँ आती हैं जिनमें रेल सेवक ड्यूटी पर होता है किन्तु उससे शारीरिक सक्रियता का अनवरत ध्यान देने की अपेक्षा नहीं होती है।”

14. अतिकालिक भत्ता भारतीय रेल संस्थापन संहिता जिल्द-2 के नियम 1502 निम्न प्रकार से परिभाषित की गई है :—

“अतिकालिक भत्ता एक ऐसा भत्ता है जो रेल सेवकों को उतने समय के लिए दिया जाता है जितने समय वे विधि या नियम के द्वारा विहित नियोजन समय से अधिक समय के लिए वस्तुतः काम करते हैं।”

15. अब सर्वप्रथम विचारणीय बिन्दु यह उत्पन्न होता है कि श्रमिक का खलासी/वाल्वमैन के रूप में प्रतिदिन कार्य समय 8 घंटे का था अथवा 12½ घंटे का था।

16. श्रमिक ने अपने शपथपत्र में यह कथन किया है कि उससे प्रतिदिन 12½ घंटे कार्य लिया गया है तथा दैनिक कार्य समय का उल्लेख रोस्टर में करते समय निष्क्रिय अवधि एवं विश्राम अवधि प्रदर्शित नहीं की गई है, जिसके कारण उसे 12½ घंटे लगातार कार्य करना पड़ा, जिसमें उसने 4 घंटे ओवरटाईम कार्य किया। किन्तु श्रमिक द्वारा अपने कथन की पुष्टि में ऐसा कोई प्रावधान नहीं दर्शाया जा सका है जिसके अंतर्गत उसका कार्य समय कुल 8 घंटे प्रतिदिन होना प्रकट होता। अग्रतर, वह यह भी नहीं दर्शा पाया है कि रोस्टर के अंतर्गत प्रतिदिन कार्य समय में निष्क्रिय अवधि एवं विश्राम अवधि प्रदर्शित किया जाना आवश्यक है।

17. अपने प्रतिपरीक्षण में श्रमिक ने यह स्वीकार किया है कि एक वाल्वमैन को कुएं पर 12-1/2 घंटे रहना पड़ता है, जो वाल्व खोलता है तथा हौद में पानी की स्थिति को देखता है और ऊपर की टंकी में पानी सप्लाई करता है। उसने प्रतिपरीक्षण में यही उत्तर दिया है कि ड्यूटी समय में तीन-चार बार वाल्व खोलना पड़ता है तथा सायंकाल 11 बार वाल्व खोलने पड़ते हैं और वाल्व खोलने व बंद करने में क्रमशः दो-तीन मिनट लगते हैं। उसकी साक्ष्य से एक महत्वपूर्ण तथ्य यह भी प्रकट हुआ है कि उसने अपने प्रतिपरीक्षण में यह स्वीकार किया है कि उसके साथ दूसरे अन्य कर्मचारी भी 12½ घंटे प्रतिदिन काम करते हैं।

18. विपक्षीगण की ओर से प्रस्तुत साक्ष्य में एम. डब्ल्यू. 1 श्री ताराचंद गहलोत द्वारा यह स्पष्ट किया गया है कि प्राचीन को वाल्वमैन के पद पर आवश्यक सविराम (ई. आई.) वर्गीकरण में सम्मिलित किया गया है तथा उसका 12½ घंटे प्रतिदिन का ड्यूटी रोस्टर सही दिखलाया गया है। इस कार्य समय में निष्क्रिय अवधि का न दिखलाया जाना ड्यूटी रोस्टर जारी करने की प्रक्रिया से असंबंधित है तथा इस प्रकार की अवधि का दिखलाया जाना असंभव है क्योंकि ऐसी कोई विशेष निश्चित अवधि नहीं होती है निष्क्रिय अवधि कार्य समय में कभी भी हो सकती है।

19. अपने प्रतिपरीक्षण में श्री ताराचंद गहलोत द्वारा यह कथन किया गया है कि रोस्टर में कार्य समय व विश्राम समय का उल्लेख होता है, किन्तु निष्क्रिय अवधि का उसमें उल्लेख नहीं किया जाता है क्योंकि यह कार्य समय में ही सम्मिलित होता है। उसने यह स्पष्ट किया है कि श्रमिक से 12 घंटे प्रतिदिन सप्ताह में 5 दिवस कार्य लेते थे तथा 2 दिवस उसके विश्राम के होते थे एवं उसने दृढ़तापूर्वक श्रमिक द्वारा समयोपरि कार्य करना अस्वीकार किया है।

20. विपक्षी साक्षी श्री ताराचंद गहलोत के कथन की संपुष्टि एम. डब्ल्यू. 2 श्री कैलाश चन्द्र श्रीमाली के कथन से भी होती है तथा उसने यह भी स्पष्ट किया है कि ड्यूटी रोस्टर में प्रदर्शित करने के लिए

मानक कार्य समय, अतिरिक्त कार्य समय तथा पी एडसी दिखाये जाने का प्रावधान है और इन तीनों का कुल योग 12½ घंटे प्रतिदिन से अधिक नहीं होना चाहिए।

21. इस प्रकार आवश्यक सविराम वर्गीकरण के अंतर्गत 12½ घंटे प्रतिदिन के रोस्टर में निष्क्रिय अवधि का नहीं दिखलाया जाना असंगत कथन है, क्योंकि कार्य समय में किसी भी समय निष्क्रिय अवधि हो सकती है। प्रतिपरीक्षण में यह साक्षी अविचलित रहा है।

22. उक्त साक्ष्य के आधार पर यह तथ्य निर्विवादित रहा है कि श्रमिक द्वारा 12½ घंटे प्रतिदिन कार्य किया गया। किन्तु श्रमिक यह सिद्ध करने में विफल रहा है कि उक्त अवधि में उसके द्वारा निर्धारित कार्य समय से अतिकालिक कार्य किया गया, जबकि विपक्षीगण की ओर से यह तथ्य स्पष्ट करने का सफल प्रयास किया गया है कि वाल्वमैन का 12½ घंटे प्रतिदिन कार्य समय होता है, जिसमें निष्क्रिय अवधि भी सम्मिलित है तथा श्रमिक से समयोपरि कार्य नहीं लिया गया। उसे विश्राम के रूप में सप्ताह में 2 दिवस का अवकाश दिया जाता था। अतः श्रमिक अपने क्लेम को संस्थापित करने में विफल रहा है।

23. उक्त विवेचन के आधार पर यह निदेश नकारात्मक रूप से श्रमिक के विरुद्ध उत्तरित किया जाता है तथा यह निर्धारित किया जाता है कि श्रमिक दिनांक 1-1-1989 से दिनांक 31-12-2001 तक 4 घंटे प्रतिदिन अतिकालिक भत्ता करने का अधिकारी नहीं है।

24. इस रूप में पंचाट पारित किया जाता है।

25. पंचाट की प्रतिलिपियाँ केन्द्र सरकार को अधिनियम, 1947 की धारा 17 की उपधारा (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाए।

आर.सी. शर्मा, पीठासीन अधिकारी

नई दिल्ली, 11 मार्च, 2005

का. आ. 1215.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (संदर्भ संख्या आई. डी. 33/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-03-2005 को प्राप्त हुआ था।

[सं. एल-41012/173/95-आई आर (बी. 1)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 11th March, 2005

S.O. 1215.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. ID.No. 33 of 1997) of the Central Government Industrial Tribunal/Labour Court Kanpur now as shown in the Annexure. in the Industrial Dispute between the employers in relation to management of Northern Railway, and their workman, which was received by the Central Government on 10-3-2005.

[No. L-41012/173/95-IR (B-I)]

B.M. DAVID, Under Secy.

ANNEXURE
BEFORE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL: CUM-LABOUR-COURT, SARVODAYA
NAGAR,
HOTEL KISHORI, KANPUR

Shri SURESH CHANDRA, Presiding Officer

Industrial Dispute No. 33 of 1997

In the matter of dispute between :

Sri D. K. Jha

Executive President

All India Railway Employees Federation

T-46B Ganges Flour Mills

G.T. Road, Kanpur

And

Divisional Railway Manager

Northern Railway, Allahabad

AWARD

1. The Central Government, Ministry of Labour, New Delhi, vide its Notification No. 41012/173/95--IR-(B-I) dt. 21-1-97 has referred the following dispute for adjudication to this Tribunal :—

“KYA RAILWAY PRASHASHAN KA SHRI GOLI PRASAD KO ARTISAN KA VETANMAN NA DENANYAYOCHIT AUR VAIDHANIK HAI? YADI NAHI TO SAMBANDHIT KARMKAR KIS ANUTOSH KA HAQDAR HAI?”

2. The case of the concerned workman as set by the Union raising the present dispute is that the concerned workman was Sri Goli Prasad was appointed on 30-9-77 as skilled worker and designated as casual labour and accordingly was given the scale of pay. Workman is also I.T.I. passed. That the railway administration started taking work of skilled labour from the workman from the date of his appointment which is still continuing. It is also alleged in case of exigency of work management used to take from the workman work of Casual Fitter and paid salary for the same during the period 1977 to 1984. It is further alleged that entries to the effect that workman worked as Fitter finds place in the casual labour Card No. 143440 issued to the workman in the hand writing of the officers. The workman was regularised w.e.f. 2-12-84 and was given the status of Temporary Railway Servant and was also allowed scale of pay Rs. 196-232 which was revised in the scale of Pay Rs. 750-940 w.e.f. 1-1-86 upon implementation of IV Pay Commission. The workman was accordingly paid his wages in the said scale of pay. The Works Inspector Northern Railway Kanpur works under Divisional Railway Manager and the work of Fitter, Carpenter, Black Smith etc. a work of skilled artisan were used to be taken from the workman by the said officer and the pay scale of the said post came to be revised in the scales of Rs. 950-1500 w.e.f. 1-1-96, but the workman is neither being paid in the said scale nor being designated as skilled labour. It is further alleged that the workman is performing the said work w.e.f. 2-12-84 which has been verified by the Works Inspector from time to time but still the concerned workman is being paid wages of unskilled labour. It has been claimed by the workman that he is entitled for the pay of the said post on principle of equal pay for equal work and the workman is further entitled for the designation of the post. It is the further case of the workman that in the year 1992 a panel was prepared but despite representation of the workman he had not been allowed the scale of pay Rs. 950-1500

which attracts provisions of Unfair Labour Practice. On the basis of above allegations it has been prayed that the workman is entitled to be designated as Fitter w.e.f. 2-12-84 and is further entitled for pay and allowance, of the said post w.e.f. 2-12-84.

3. The management of railway contested the claim of the Union preferred on behalf of the concerned workman and filed written statement wherein it has been alleged by the management that the concerned workman was employed as a skilled labour on daily rate basis at the post of casual Khalasi and was paid as such. It is admitted by the management that when ever the work of Skilled Labour was taken from the workman he was paid accordingly for that work. Management has denied the fact that the workman is entitled to get pay of the post of skilled labour. It has been stated that the workman was granted status of temporary employee (Khalasi) w.e.f. 2-12-84 and was paid for the said post. The management has categorically denied that the work of Fitter Carpenter, Blacksmith was ever used to be taken from the workman and the workman of his own free will had performed the said work to learn the same which does not entitle him to get the scale of the said post. It is also denied that the workman is entitled to get scale of pay of the post of Fitter w.e.f. 1-1-86. Management has further denied that the fact that the work of skilled labour was ever taken from the workman w.e.f. 2-12-84 and he is not entitled for the pay of the same. Management further alleged that the workman is not eligible for selection as Artisan Skilled Grade 950-1500 in the panel of 1992 hence there is no question to consider his name for enpanelment in the year 1989. In the end it has been prayed by the management that on the basis of stand taken by them the workman is not entitled to any relief as claimed by him.

4. Workman has filed rejoinder but has stated nothing new therein except reiteration of the facts of the claim.

5. Earlier in the present case an exparte award was passed against the management as the management failed to put their appearance in the case. The said award dated 3-12-97 published on 10-1-98 latter on recalled on the application moved by the management and the management was given opportunity to file its reply in the case. The management was also given opportunity to cross examine the workman and to lead its evidence in the case in support of its case.

6. In support of their respective cases where as workman examined himself as W.W.I management examined Sri Rais Ahmad, Sr. Section Engineer as M.W.I

7. In support of his contention the workman has relied on certain photocopies of the documents and letters addressed by Goli Prasad workman to various officers of the management. In this connection attention is drawn to his letter EXT. M-4, M-6, M-8 and M-10 wherein a prayer on behalf of the workman has been made to promote him to the post of skilled artisan keeping in consideration his physical infirmity and also his qualification of having passed tech. certificate issued by Industrial Training Institute. It is therefore clear that the contention of the workman that he was initially appointed as skilled worker has not legs to stand. From the evidence on record as well as documentary evidence it is crystal clear that the workman was appointed as Khalasi (unskilled worker) with the management and was granted status of temporary railway servant after satisfactory completion of service in the year 1984. It is also admitted by the management witness that on 3-8-92 the name of the workman Goli Prasad has been impaneled after the screening test and that he shall be

promoted to the post of junior fitter in case some vacancy arises in future. The management witness Sr. Section Engineer states on oath that none junior to the workman has been promoted to the post of skilled artisan.

8. The workman therefore has tried in vain to establish that he worked as a skilled worker with the management. On the contrary the testimony of the management witness cannot be belied in truthfull evidence that casual service of a khalasi for some artisan work are also taken whenever exigency of the work arises. The workman has not been able to prove that he has worked as artisan continuously for more than 180 days therefore as per statutory rules the workman cannot claim the post name and pay for his casual work on the post of artisan if taken from him, once or some times a while. Mere qualification with the physical infirmities as claimed by the workman does not entitled him to be promoted automatically without even passing the required screening test. This prayer has rightly not been considered by the management as mere qualification does not entitle him for promotion to the post of higher scale unless the rules so provide. In public services for promotion rules for promotion have got significance and the following of such rules is necessary to maintain the decorum.

9. In view of above and considering the entire evidence on record it is held that the workman had neither been appointed as skilled worker nor he had worked continuously for more than 180 days as skilled artisan therefore he is not entitled for any relief as prayed by him. Hence, the action of the management, therefore, in not promoting him and giving the scale of skilled artisan to Sri Goli Prasad is therefore held to be legal and justified. The workman is, therefore, not entitled for any relief.

10. It may be made clear that the above finding may not be taken as restrain to promote the workman in case any vacancy exists in future and he is eligible for promotion as per screening test already held.

11. The award in the above terms is given.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 11 मार्च, 2005

का. आ. 1216.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या आई. डी. 136/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-3-2005 को प्राप्त हुआ था।

[सं. एल-12012/663/1998-आई आर (बी. I)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 11th March, 2005.

S.O. 1216.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 136 of 1999) of the Central Government Industrial Tribunal/Labour Court, Kanpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to management of State Bank of India and their workmen, which was received by the Central Government on 10-3-2005.

[No. L-12012/663/1998-IR (B-1)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL : CUM- LABOUR COURT, KANPUR, U.P.

PRESENT :

Sri Suresh Chandra, H.J.S.

Industrial Dispute No. 136 of 1999

In the matter of dispute between :
Sh. Humayunfar C/o Sri O.P. Mathur
117/K-36 Sarvodaya Nagar, Kanpur

AND

The Chief General Manager,
State Bank of India
Local Head Officer
Naveen Prashashnik Bhawan
Moti Mahal Marg
Lucknow.

AWARD

1. The Central Government, Ministry of Labour, vide Notification No. L-12012/663/98 IR (B-1) dt. 5-5-99 has referred the following dispute for adjudication to this Tribunal :—

“Whether the demand of Sri Humayunfar S/o Sri Shafiqur Rahman Siddiqui to re-employ him under 25-H of I.D. Act with the management of State Bank of India is justified? If so what benefits the said workman is entitled to?”

2. The case of the workman in short is that he was engaged by the management of State Bank of India during the period 1-1-88 to 21-4-88 and in this way he remained in the employment of the bank for a total number of 112 days. It has been further alleged by the workman that the management of bank and by way of adopting the practice of exploitation the services of the workman had been terminated even before completing 89 days of continuous service. It has also been pleaded by the workman that according to the orders of the management a workman who works for 90 days attains a right absorption in the services of the bank and therefore the services of the workman has been dispensed with by the bank after 89 days with a view that he may not be in position to attain a right in his favour for becoming a permanent employee of the bank and thus was not allowed to complete 90 days of service under the bank. It has further been alleged by the workman that alongwith workman several other persons were raising demand of permanent absorption in the service of the bank whose services were terminated by the bank and who had rendered the services like the workman in the bank. Workman has further pleaded that in accordance with the provisions of Section 25-H of Industrial Disputes Act, 1947, it is mandatory to provide re-employment to the retrenched employees at the time of giving fresh employment by the bank and workman has also made a representation dated 11-7-91 in this regard. Workman has further pleaded that he appeared in interview on 2-8-91 for getting regular and permanent employment in the bank wherein the workman was declared successful. Workman was given assurance by the authorities of the bank that he will be given employment shortly. Workman has further alleged that various junior persons were given employment by the bank against the provisions of Sec. 25H of the Act.

Various posts in subordinate cadre in the bank are still lying vacant with the management of the bank and to fill up those posts the management called names from the local employment exchange on coming to know about it, the workman met with the authorities of the bank and brought in their notice that as he is a retrenched employee of the bank he should be given employment on which the authorities of the bank assured him for giving employment. But despite assurances given to the workman, he was not provided with any employment by the bank. Workman has further pleaded that the management bank have inducted several fresh hands in their employment but the claim of the workman has been ignored which is clear violation of the provisions of Section 25H of the Act and the workman is entitled for employment in the services of the bank. It has also been pleaded by the workman that the management bank had not maintained any seniority list with regard to the persons worked temporary with the management. On the basis of these allegations the workman has prayed that he be reinstated in the services of the bank with full back wages and all consequential benefits.

3. The management bank contested the claim of the workman and filed their reply against the claim of the workman vehemently denying the fact that the claimant is not entitled to get protection of Section 25H of the Act as he never completed continuous service within the meaning of Section 25-B of the Act nor have ever completed 240 days of continuous service within a period of 12 calendar months. It has also been disputed by the bank that the claim of the workman suffers from laches and has been raised much belatedly i.e. after 11 years. The claim of the workman is also barred by principles of estoppel. It has been admitted by the management bank that a penal/wait list for appointment as per bipartite settlement was prepared which expired on 31-3-97. The management has admitted the working of the workman as casual labour on daily wages for 89 days during the period 1-1-88 to 21-4-88. The management has denied the number of working days of the workman as claimed by him. The bank has also admitted the fact that the workman was called for his interview vide letter dated 11-7-91 Bank has also admitted the fact that workman was interviewed and his name was put in the penal or the wait list. It has been categorically denied by the bank that any junior person to the workman had been absorbed by the bank in their service. The bank has further alleged that after the expiry of the period of penal wait list requirement of three menial cadre had been created and with a view to avoid complication it has been decided by the management to call names from the employment exchange for filling up the above said posts through employment exchange. Accordingly names were called and persons were interviewed wherein three persons were found fit to be appointed in menial cadre and one of them was Sri Rakesh Kumar who had been offered appointment on the post of Mashalchi-cum-water boy cum cleaner and that no vacancy was lying on 31-3-97. It has been alleged by management that the workman's name figured at serial No. 53 in the wait list for appointment in the bank against the vacancy likely to arise in future but workman would not have been issued any appointment letter as no vacancy accrued in the bank till 31-3-97 where after penal/wait list prepared by the bank in terms of bipartite settlement came to an end by efflux of time as agreed upon between the parties to the settlement. The bank

denied having committed any breach of any provisions of the Act. In the end it has been alleged by the bank that the claim raised by the workman before this tribunal is liable to be rejected as it lacks merit.

4. Both contesting parties besides filing documentary evidence have also tendered oral evidence in support of their respective cases. Whereas workman examined himself as W.W.1 management examined its witness by name Pannalal Kapoor their Chief Manager as M.W.1. Rejoinder statement has also been filed by the workman but nothing new there in has been pleaded by him and the claim of the workman has been reiterated.

5. The main contention of the workman is that by adopting malpractice the management has deprived the workman from re-employment and with this motive the management bank has employed the workman only for a limited period upto 89 days. May that as it be it is apparent that the engagement of the workman was made initially for a fixed period therefore this amount to disengagement of the workman after lapse of the said period employment and not the termination of the services of the workman. If termination of the workman from the services of the bank has not taken effect to the contention raised by the workman for his reemployment is not worth consideration. Further from the record it is also clear that the management afforded an opportunity to the present workman alongwith others who had also worked with the bank for short period and have not completed the working days of 240 days in the last one calendar year preceding the date of retrenchment. The admitted case of the workman in this regard also is that on the basis of bipartite settlement the workman was afforded an opportunity to appear in the test conducted by the management and the workman's name also stood at sired No. 53 in the list prepared by the management of successful candidates. It further not in dispute that as per settlement the said penal/wait list was to come to an end by March, 1997. The workman has failed to adduce any evidence to the effect that any person of the said list below the name of the workman got appointment with the management within the period mentioned in the settlement. Thus the workman has no case for his reemployment with the management even on the basis of list prepared by the management after test.

6. The contention of the workman in this regard is also contrary to his pleading and reference when he submits that the bipartite settlement has got no effect and not binding on the workman. If this contention is accepted the case of the workman too on this ground is of no help to him. The workman cannot be allowed to take rival and contradictory grounds to favour him one for his reemployment on the basis of test and the other ground of his reemployment under the provisions of Section 25-H of the Industrial Disputes Act, 1947.

7. Considering the entire evidence on record the workman's demand for reemployment for limited period automatically disentitles him for his reemployment after lapse of the said period.

8. For the above reasons the workman is not entitled for any relief as claimed by him and that the demand of the workman for reemployment cannot be termed as justified.

9. The reference is therefore answered accordingly against the workman and in favour of the management.

SURESH CHANDRA, Presiding Officer